



## **Town of Arlington Board of Selectmen**

### **Meeting Agenda**

July 18, 2016

7:15 PM

Selectmen's Chambers, 2nd Floor, Town Hall

#### **PROCLAMATIONS**

1. Proclamation/Presentation: Arlington Soap Box Derby  
Cary Conrad

#### **CONSENT AGENDA**

2. Minutes of Meetings: June 20, 2016
3. Reappointment: Community Preservation Committee  
Clarissa Rowe  
(term to expire 6/30/2018)
4. Reappointment: Poet Laureate  
Miriam Levine  
(term to expire 7/18/2017)
5. Request: Special (One Day) Beer & Wine License, 8/7/16 @ Whittemore Robbins House for "Summer Soiree at Whittemore Robbins House"  
Paul McGaffigan, Cyrus E. Dallin Art Museum, Inc.
6. For Approval: Arlington International Film Festival Banners  
April Ranck, Executive Director, AIFF

#### **APPOINTMENTS**

7. Open Space Committee  
Brian Kelder (term to expire 6/30/2019)
8. Arlington Preservation Fund (ARB designee)  
Jennifer Raitt, Director of Planning and Community Development  
(term to expire 7/31/2019)
9. Appointments: Zoning Recodification Working Group and Residential Study Committee  
Adam W. Chapdelaine, Town Manager

#### **LICENSES & PERMITS**

10. Request: Common Victualler License  
Nina Trattoria & Pizzeria, 1510 Massachusetts Avenue

Angelo Carbini

11. Request: Food Vendor License  
The Local Fare, 2 Lake Street  
Caroline Huffstetler/ Michelle Wax/ Rita Ng
12. Request: Sidewalk Cafe Permit  
Commune Kitchen, 203A Broadway  
Richard Niedzwiecki
13. Approval: Sidewalk Cafe Policy Update  
Douglas W. Heim, Town Counsel
14. Approval: Caterers' License  
Douglas W. Heim, Town Counsel

#### **TRAFFIC RULES & ORDERS / OTHER BUSINESS**

15. For Approval: Red Maple Tree Removal @ 58 Richfield Road  
Cynthia Johnston, 58 Richfield Road
16. Request: One Space On Street Overnight Parking @ 35 Addison Street  
Dorothy Louise
17. Presentation and Approval: Handicap Parking Space Project  
Darcy Devney and Cynthia DeAngelis, Commission on Disabilities
18. Request: Bus Stop Relocation @ 134 Massachusetts Avenue  
Peter Boretos, The Arlington Diner and Restaurant
19. Arlington Housing Production  
Department of Planning and Community Development
20. Vote: Approval of Community Choice Aggregation Plan  
Adam W. Chapdelaine, Town Manager
21. Discussion: Homeless Study Commission  
Douglas W. Heim, Town Counsel

#### **CORRESPONDENCE RECEIVED**

Parking on Acton Street

Christine Hagg, 15 Acton Street

Request Memorial Naming of the ATED Visitor Center for Roland Chaput

Angela M. Olszewski, Chair, Arlington Committee on Tourism and Economic Development

Municipal Elections to the Boston Region Metropolitan Planning Organization

Paul Regan, Executive Director, MBTA Advisory Board

Marc Draisen, Executive Director, Metropolitan Area Planning Council

Request for Action on Three Traffic Issues

Paul Schlichtman via e-mail

#### **NEW BUSINESS**

#### **EXECUTIVE SESSION**



Next Meeting of BoS August 8, 2016



## **Town of Arlington, Massachusetts**

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### **Proclamation/Presentation: Arlington Soap Box Derby**

#### **Summary:**

Cary Conrad

#### **ATTACHMENTS:**

| Type                 | File Name          | Description  |
|----------------------|--------------------|--------------|
| ▣ Reference Material | Soap_Box_Derby.doc | Proclamation |

## OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
KEVIN F. GREELEY  
STEVEN M. BYRNE  
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

### PROCLAMATION

**WHEREAS:** The All American Soap Box Derby is the 2nd oldest non-profit organization in the country; and

**WHEREAS:** The Massachusetts Chapter of the All American Soap Box Derby is the only chapter in Massachusetts; and

**WHEREAS:** The Arlington, Massachusetts Soap Box Derby is in its 8th year of operation; and

**WHEREAS:** During the 2014 Arlington, Massachusetts Local Race on Eastern Avenue, Campbell Conrad won the Masters Division Race and advanced to the International Race in Akron, Ohio; and

**WHEREAS:** During the Race in Akron, Ohio, Campbell Conrad, representing Arlington, MA was able to, in single elimination racing, eliminate 72 Master Class Cars from around the country and for the first time in the history of Soap Box Derby, a car from Massachusetts was able to take the first place trophy; and

**WHEREAS:** During the 2015 Arlington, Massachusetts Local Race on Eastern Avenue, Bailey Martin won the Masters Division Race and advanced to the International Race in Akron, Ohio; and

**WHEREAS:** During the Race in Akron, Ohio, Bailey Martin, representing Arlington, MA was able to, in single elimination racing, eliminate 73 Master Class Cars from around the country and for the second time in the history of Soap Box Derby, a car from Massachusetts was able to take the first place trophy; and

**WHEREAS:** Arlington, Massachusetts is now a Soap Box Derby Dynasty and will be traveling to Akron, Ohio again this July to defend the Arlington, MA title as World Champion, Masters Class Soap Box Derby.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Members of the Board of Selectmen, congratulate the Arlington, Massachusetts Soap Box Derby Participants as they defend their World Champion Title.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELECTMEN  
OF THE  
TOWN  
OF  
ARLINGTON**

A true record.  
ATTEST:

By: \_\_\_\_\_  
Board Administrator



## **Town of Arlington, Massachusetts**

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### **Minutes of Meetings: June 20, 2016**

#### **ATTACHMENTS:**

| Type                 | File Name                  | Description           |
|----------------------|----------------------------|-----------------------|
| ▣ Reference Material | 6.20.16_draft_minutes.docx | Draft Minutes 6.20.16 |

TOWN OF ARLINGTON  
BOARD OF SELECTMEN

Meeting Minutes  
Monday, June 20, 2016  
7:15 PM

Present: Mrs. Mahon, Chair, Mr. Dunn, Vice Chair, Mr. Greeley, Mr. Byrne, and Mr. Curro.  
Also Present: Mr. Chapdelaine, Mr. Heim, and Mrs. Krepelka.

Mrs. Mahon asked for a moment of silence for the victims of the Pulse Nightclub shooting in Orlando, Florida.

1. Vote: Preliminary Denial of Comcast License  
Adam W. Chapdelaine, Town Manager  
Douglas W. Heim, Town Counsel  
John Maher, Chair of Cable Advisory Committee

Mr. Maher appeared before the Board and asked that the Board vote to preliminarily deny Comcast's cable television license. This is due to the inability of the parties to come to terms. The issues of disagreement between the parties include, but are not limited to the following:

1. The Renewal License term;
2. The amount of capital funding;
3. The amount of consideration for Comcast to "decommission" its I-Net;
4. Location of a Comcast customer service office;
5. Level-playing-field language;
6. High-Definition Channels for Arlington PEG Access use;
7. Electronic Program Guide listings for Arlington PEG Access Programming;
8. Video-on-Demand for Arlington PEG Access Programming.

Issuance of this denial will allow the Cable Advisory Committee to continue to bargain with Comcast, while still retaining the Town's rights in this process. Based on this, the Committee asked the Board to approve the following motion:

"The Board of Selectmen, in its role as statutory issuing authority for the Town of Arlington, is hereby issuing a preliminary assessment of denial of Comcast of Massachusetts I, Inc.'s cable television renewal proposal to the Town of Arlington, dated February 11, 2016. The Board of Selectmen will issue a written Statement of Reasons, in accordance with 207 CMR 3.06 (3), detailing the reasons for its preliminary assessment of denial, and hereby authorizes the Chair to sign said statement.

Mr. Greeley moved approval.

SO VOTED (5-0)

Mr. Greeley stated he would like to see a senior rate for residents, the same as RCN offers.

2. Discussion: Conservation Restriction - Washington Street/Brattle Terrace  
Clarissa Rowe  
Nellie Aikenhead

Ms. Rowe stated that she and Ms. Aikenhead came before the Board tonight just to let the Board know what they hope will be forthcoming to the Town.

Ms. Aikenhead stated that the owners of land at 17 Washington Street/15 Brattle Terrace approached the Arlington Land Trust about the possibility of donating a conservation restriction to the Arlington Land Trust and the Town in order to permanently protect the environmental, ecological and scenic value of the property. The proposed Conservation Restriction would ensure that one of Arlington's largest undeveloped private parcels will continue to provide habitat for wildlife, a wooded buffer for the Minuteman Bike Way, and scenic views from many points in town. Public access after the tenure of the current owners is a possibility.

Ms. Aikenhead stated the Arlington Land Trust hopes to have a draft available for the Board of Selectmen and Conservation Commission to review by mid-July and a revised draft by the end of August. They are hopeful to have the Conservation Restriction to the state by the end of September; feedback, revision, state approval anticipated by mid November.

Ms. Aikenhead introduced the owners of the land Laura, Morrisette and George Blaszeznski, to the Board.

The Board thanked Laura and George for their generosity and wish them well as they go forward with this project.

### **CONSENT AGENDA**

3. Minutes of Meetings: June 6, 2016
4. REAPPOINTMENTS (all terms to expire 6/30/2019)  
Cemetery Commission  
William McCarthy  
Conservation Commission  
Curtis Connors  
Nathaniel Stevens  
Charles Tirone  
Constable  
Richard Boyle  
Human Rights Commission  
Sheri Baron  
Mel Goldsipe  
Library Board of Trustees  
Joyce Radochia  
Open Space Committee  
Ann LeRoyer  
David White  
Park & Recreation Commission  
Leslie Mayer

Trust Fund Commission  
Augusta Haydock

5. Appointments of New Election Workers: (1) Meghan DeCourcey, 7 Cheswick Road, D, Pct. 15; (2) Carl Proctor, 291 Appleton Street, U, Pct. 19; (3) Theresa Proctor, 291 Appleton Street, D, Pct.19; (4) Joy Spadafora, 33 Lennon Road, D, Pct. 21
  6. For Approval: Arlington Center for the Arts, Open Studios' Pole Banners  
Linda Shoemaker, Arlington Center for the Arts Executive Director
  7. Approval: Za Alteration of Premise for Sidewalk Cafe Permit  
C&P Pizza Inc, Za Restaurant, 138 Massachusetts Avenue
  8. FY 2016 Year End Transfers  
Adam W. Chapdelaine, Town Manager
- Mr. Byrne moved approval. SO VOTED (5-0)

#### **APPOINTMENTS**

9. Arlington Cultural Council  
Gabrielle Marroig (term to expire 5/31/2019)  
(tabled from 6/6/16 meeting)
- Mr. Byrne moved approval. SO VOTED (5-0)

#### **CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF OPEN FORUM**

Darcy Devney and Robert Kuhn, 110 Thorndike Street, appeared before the Board regarding their request to eliminate the basketball court from the Magnolia Park plans. Ms. Devney stated that she feels a lack of communication from the Parks and Recreation Commission to the Magnolia Park neighborhood. She stated that the Parks and Recreation Commission have talked repeatedly about how this was an open and inclusive process and she feels it was neither. Ms. Devney said they had three (3) public meetings (an Ideas Meeting, a Draft Meeting and a Final Meeting,) but residents were not notified. The only people who were notified were the people who attended the first meeting and the Friends of Magnolia Park. She feels that the Board should reconsider and eliminate the basketball court from the plans.

Town Counsel Heim stated the Parks and Recreation Commission have jurisdiction over all their properties. Mrs. Mahon stated the Parks and Recreation Commission have been working on this project close to two years.

Mr. Chapdelaine stated that construction is due to start this week, and we would have to delay the project for a year to go back to the design review stage.

Mr. Dunn and Mr. Curro stated they did not know enough about this project, therefore, they could not respond.

Mrs. Mahon feels the Commission is really trying to do what's right for the Town and looking at this for the future.



## **TRAFFIC RULES & ORDERS / OTHER BUSINESS**

10. Request: 3rd Space, On Street Overnight Parking @ 20 Sutherland Road  
Adela Mamani

Mr. Byrne moved no action regarding this exemption. Ms. Mamani was advised that she could apply for an Overnight Parking Permit at Hurd Field.

SO VOTED (5-0)

11. Approval: Draft Alcohol License Suspension Decision  
Common Ground, 319 Broadway  
Douglas W. Heim, Town Counsel

Mrs. Mahon stated that she had some concerns regarding the Alcohol License Suspension Decision and turned over the gavel to Mr. Dunn, Vice Chairman and made the following motion:

Mrs. Mahon indicated that she believed it was the original motion that was made at the previous Board meeting. Mr. Curro explained he presented the idea for the Board's discussion, but that he did not make a formal motion to that effect.

Motion by Mrs. Mahon, seconded by Mr. Curro to impose the previously agreed upon 14 day suspension, along with the maximum 5 day suspension, with 2 of those days to be served concurrently with the 14 day suspension. This motion failed 2-3 with Mr. Byrne, Mr. Dunn and Mr. Greeley voting in the negative.

A motion was made by Mr. Curro as follows:

Fourteen (14) day license suspension for consecutive days to commence within six (6) weeks of this decision for violation of the terms of probation associated with a prior violation, as well as an additional 3-day license suspension to be served consecutively and to commence no more than thirty (30) days of completion of the 14-day consecutive suspension. SO VOTED (5-0)

Mrs. Mahon indicated that she was voting for the motion as she felt a unanimous Board vote was needed to convey unanimity.

12. Approval: 1207 Massachusetts Ave./DAV RFP  
Douglas W. Heim, Town Counsel

Town Counsel Heim presented a drafted Request for Proposals (RFP) that defined the Town's goals in selling the building. In the RFP process, the Town is allowed to choose applicants based on comparative criteria outside of monetary offers. One of the primary goals in the RFP is that the bidders will accept a 40 year deed restriction to require mixed-use development of the property. Counsel Heim stated the building's location could present some issues to potential buyers - one property is sandwiched between two other commercial properties. In addition to the mixed use and price requirements, the Town is considering community benefits like local employment and development experience in the application.

This new RFP comes after the Town's first attempt to rent out the space received little interest.

Mr. Byrne moved approval.

SO VOTED (5-0)

13. Vote: Approve Opening of Community Choice Aggregation Public Review Period  
Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine presented a petition and supporting documents for the Town of Arlington

Municipal Aggregation Plan. At the 2016 Town Meeting, the residents of Arlington voted to authorize the Board of Selectmen to research, develop, and implement an aggregation program and enter into a contract with a competitive supplier of electricity.

Mr. Chapdelaine stated that there would be an open comment period for residents to commence on June 21, 2016 at 8:00 a.m. through July 12, 2016 at 4:00 p.m. with a public hearing to be held at 7:00 p.m., Town Hall, Charles Lyons Hearing Room for the public to offer oral comments.

The Board of Selectmen will be asked to approve the plan at their July 18th meeting.

Mr. Dunn moved approval.

SO VOTED (5-0)

### **CORRESPONDENCE RECEIVED**

Resignation from Tree Committee

Sally Naish

Recommended Improvements for the Crosswalk Location on Highland Avenue at High Haith Road

Howard Muise, Chair, Transportation Advisory Committee

Please Eliminate Basketball Court from Magnolia Park Plans

Darcy Devney and Robert Kuhn, 110 Thorndike Street

Mr. Curro asked that Ms. Devney's letter be referred to the Parks & Recreation Commission.

SO VOTED (5-0)

Mr. Byrne moved receipt of Correspondence Received.

SO VOTED (5-0)

### **NEW BUSINESS**

Mr. Chapdelaine announced that he has chosen Amy Fidalgo, the current CDBG Administrator, as the new Management Analyst in the Town Manager's Office. Amy did a great deal of work in cooperation with Richard Viscay on building the FY2017 Budget. She will be starting on July 5th and feels she will be a great addition to his office.

Mr. Chapdelaine announced that mid-morning joggers on the Minuteman Bikeway may be in for a bit of a shock. Boston Dynamics, a Waltham-based robotics lab is planning to test a bipedal robot on a stretch of the bike path between Hurd Field and Arlington Center. The tests will run from 9 a.m. and 3 p.m. with a break around noon to dodge the worst of the lunchtime traffic on the path. The robot is being taken through a five-kilometer course that will be open to the public. Scientists from Boston Dynamics will surround the robot to prevent cyclists and pedestrians from colliding with it.

Mr. Greeley offered his condolences to Mary Ann Sullivan on the recent loss of her father-in-law.

Mr. Byrne stated that Tango Restaurant got a surprise visit on Sunday afternoon from the Argentine National Soccer Team. Soccer superstar Lionel Messi and his teammates had lunch at Tango's. Tango specializes in classic Argentinian cuisine.

Mr. Byrne stated that the Parking Implementation Study Committee met last Tuesday, and they have awarded the contract to the IPS Group to install the single space meters on Massachusetts Avenue. Hopefully, said meters will be installed by the end of October.

Mr. Curro thanked voters for an extraordinary turnout for the debt exclusions questions.

Mrs. Mahon stated she was really excited at this vote on three questions and in particular for laying the groundwork to come back to voters in two or three years in terms of what a new high school would look like.

Mr. Curro stated he attended the Greek Festival on June 4th. It was a wonderful turnout and great food.

Mr. Curro also invited all residents to attend the Summer Arts Block Party on Saturday, June 25th at Broadway Plaza from 11:00 a.m. to 5:00 p.m.

Mr. Dunn thanked the voters for their overwhelming support of the Debt Exclusion.

Mr. Dunn hosted a meeting this morning in the Charles Lyons Hearing Room regarding the Minuteman School. There were several Town Managers, Selectmen, Finance Committee Members and School Committee Members who attended. Mr. Dunn stated they have support by a number of member towns but he feels Belmont officials or Town Meeting members would not soon change their minds on the building. They are concerned over the cost and size of the project. To call a district-wide vote, 11 of the 16 regional school committee members need to support it. A district-wide vote sends the question of borrowing to the voters in the 16 member towns. For a district-wide vote to be successful, a majority of all ballots cast in the special election must support the borrowing. The Minuteman Regional School Committee will hold a special meeting on Monday, June 27th to decide whether to call a district-wide vote.

Mrs. Mahon expressed her condolences to the family of Arthur Loud, husband of former Library Director, Maryellen Loud and son, Michael. Mr. Loud served the Town for many years in a number of roles, including Town Meeting Member, Permanent Building Committee, Chairman for over 10 years and a dedicated leader in the Boy Scouts of America.

Mrs. Mahon asked the Town Manager if he could ask the Police Dept. and Board of Health if they could improve their policing of outdoor seating; similar to the underage stings that we do on all restaurants that serve alcohol.

Mrs. Mahon asked Town Manager Chapdelaine if he would ask Ruth Bennett, Director of Facilities, if she could outline a maintenance plan of all school and town buildings and report back to the Board.

Mr. Greeley moved to adjourn at 9:00 p.m.

SO VOTED (5-0)

A true record: Attest

Marie A. Krepelka  
Board Administrator

Next Meeting of BoS July 18, 2016

6/20/16

| Agenda Item     | Documents Used   |
|-----------------|--|
| 1               | Vote: Preliminary Denial of Comcast License, memorandum to the board   |
| 2               | Conservation Restriction - Washington Street/Brattle Terrace   |
| 3               | Minutes of meeting 6.6.16  |
| 4               | Town Manager reappointment requests  |
| 5               | Appointments of new election workers   |
| 6               | Arlington Center for the Art's, Open Studios' pole banners   |
| 7               | Za alteration of premise for Sidewalk Cafe Permit  |
| 8               | FY 2016 Year end transfers   |
| 9               | Arlington Cultural Council recommendation  |
| 10              | 3rd space, on street overnight parking at 20 Sutherland Road   |
| 11              | Draft Alcohol License Suspension decision, Common Ground   |
| 12              | Draft REP for sale of 1207 Massachusetts Avenue  |
| 13              | Vote: Approve opening of community choice aggregation public review period   |
| Corr.<br>Rec'vd | Resignation from Tree Committee<br>Recommended improvements for the crosswalk location on Highland Ave at High Haith<br>Please eliminate basketball court from Magnolia Park plans |



## Town of Arlington, Massachusetts

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### Reappointment: Community Preservation Committee

#### Summary:

Clarissa Rowe  
(term to expire 6/30/2018)

#### ATTACHMENTS:

|   | Type               | File Name       | Description                          |
|---|--------------------|-----------------|--------------------------------------|
| ▢ | Reference Material | Rowe_reapp..pdf | Town Manager request, Meeting notice |



Town of Arlington  
Office of the Town Manager

Adam W. Chapdelaine  
Town Manager

730 Massachusetts Avenue  
Arlington MA 02476-4908  
Phone (781) 316-3010  
Fax (781) 316-3019  
E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)

MEMORANDUM

DATE: July 13, 2016

TO: Board Members

SUBJECT: Reappointment to the Community Preservation Committee

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This memo is to request the Board's approval of my reappointment of Clarissa Rowe, 137 Herbert Road, having a term expiration date of 6/30/2018 with the Community Preservation Committee.

*Adam Chapdelaine*  
Town Manager

## OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
KEVIN F. GREELEY  
STEVEN M. BYRNE  
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

July 11, 2016

Clarissa Rowe  
137 Herbert Road  
Arlington, MA 02474

Re: Reappointment - Community Preservation Committee

Dear Clarissa:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, July 18th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2<sup>nd</sup> Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,  
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka  
Board Administrator

MAK:fr



## **Town of Arlington, Massachusetts**

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### **Reappointment: Poet Laureate**

#### **Summary:**

Miriam Levine  
(term to expire 7/18/2017)

#### **ATTACHMENTS:**

| Type                 | File Name                       | Description                                    |
|----------------------|---------------------------------|--|
| ▢ Reference Material | Poet_Laureate_reappointment.pdf | Poet Laureate Committee Letter, Meeting Notice |



**To:** The Arlington Board of Selectmen - Steven M. Byrne, Joseph A. Curro, Jr., Daniel J. Dunn, Kevin F. Greeley, Chair & Diane M. Mahon

**Also Attention To:** Adam Chapdelaine, Town Manager

**From:** The Arlington Poet Laureate Selection Committee - Liza Halley, Chair, John Burt, Secretary, Jane Howard & Pamela Powell

**Subject:** Recommendation of Arlington's Poet Laureate Second Term

**Date:** July 6, 2016

Dear Board of Selectmen,

It is with the utmost pleasure the *Arlington Poet Laureate Committee* recommends Miriam Levine of 26A Academy Street to serve as the Poet Laureate of the Town of Arlington for a second term. Dr. Levine has proven to be an incredible asset to the Town of Arlington; her Beehive Poetry activities in the Robbins Library, workshops in schools and community organizations, Town Day presentations, poetry contest and other activities all enriched the Town with words and community spirit.

Please feel free to contact Liza Halley, Chair of the *Arlington Poet Laureate Committee*, with any further questions at [challey@arlington.k12.ma.us](mailto:challey@arlington.k12.ma.us) or at [857-523-8064](tel:857-523-8064).

Best regards,



Liza Halley, Chair,  
John Burt, Secretary,  
Jane Howard  
Pamela Powell

# OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
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JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

July 11, 2016

Miriam Levine  
26A Academy Street  
Arlington, MA 02476

Re: Reappointment - Poet Laureate

Dear Dr. Levine:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, July 18th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2<sup>nd</sup> Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,  
BOARD OF SELECTMEN

*Marie A. Krepelka*

Marie A. Krepelka  
Board Administrator

MAK:fr



## **Town of Arlington, Massachusetts**

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**Request: Special (One Day) Beer & Wine License, 8/7/16 @ Whittemore Robbins House for "Summer Soiree at Whittemore Robbins House"**

**Summary:**

Paul McGaffigan, Cyrus E. Dallin Art Museum, Inc.

**ATTACHMENTS:**

| Type                 | File Name                     | Description  |
|----------------------|-------------------------------|--|
| ▣ Reference Material | Dallin_Art_Museum_One_Day.pdf | Dallin Art Museum Letter and Special License Application |



July 6, 2016

Marie Krepelka  
Arlington Board of Selectmen  
Arlington Town Hall  
730 Massachusetts Ave.  
Arlington, MA 02476

Dear Marie:

On behalf of the Cyrus Dallin Art Museum, Inc., I would like to submit a request to the Arlington Board of Selectmen for a one-day liquor license for the Museum's Summer Soiree fundraiser on Sunday, August 7, 2016. The Soiree will celebrate the completion of the exterior restoration of the Jefferson Cutter House. The event will begin with remarks in front of the Dallin Museum at 5:00 pm. Guests will walk to the Whittemore Robbins House for the reception, which will take place from 5:30-7 :30 pm. The Soiree will feature live music, gourmet hors d'oeuvres, a cash bar, and a silent auction.

Thank you for your assistance with this matter. You and the Selectmen will be receiving invitations to the Summer Soiree shortly.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Heather Leavell'. The script is fluid and cursive.

Heather Leavell  
Director/Curator

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: PAUL MCGAFFIGAN

Address, phone & e-mail contact information: 34 SILK STREET ARLINGTON, 02474  
781-648-7036 PAULMACK34@HOTMAIL.COM

Name & address of Organization for which license is sought: CYRUS E. DALLIN ART MUSEUM, INC.  
611 MASSACHUSETTS AVENUE, ARLINGTON MA 02474

Does this Organization hold nonprofit status under the IRS Code? ☒ Yes ☐ No

Name of Responsible Manager of Organization (if different from above):  
GERAIDINE TREMBLAY, PRESIDENT

Address, phone & e-mail contact information: 1 MORENO DRIVE, WARBURN, MA 01801  
781-305-3438 DRGT88@COMCAST.NET

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? August 7, 2016 If so, please give date(s) of Special Licenses and/or applications and title of event(s).

SUMMER SOIREE AT WHITTEMORE ROBBINS HOUSE

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

August 9, 2015  
24-Hour contact number for Responsible Manager on Event date: 781-305-3438  
781-648-7036

Title of Event: SUMMER SOIREE AT WHITTEMORE ROBBINS HOUSE

Date/time of Event: AUGUST 7, 2016 5 PM TO 8 PM

Location of Event: WHITTEMORE ROBBINS HOUSE

Location/Event Coordinator: LAURA LEWIS

Method(s) of invitation/publicity for Event: MAIL, CONSTANT CONTACT, POSTERS  
BIG SIGN ON SIDEWALK IN FRONT OF TOWN HALL



Number of people expected to attend: 100

Expected admission/ticket prices: \$ 50.00

Expected prices for food and beverages (alcoholic and non-alcoholic): \$ 5.00 glass of wine, \$ 4.00 BEER, Soda + WATER \$ 1.00

Will persons under age 21 be on premises? YES, AS VOLUNTEERS

If "yes," please detail plan to prevent access of minors to alcoholic beverages. BOARD MEMBERS Along with BARTENDER, CATERING MANAGER

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

#### OFFICE USE ONLY

*For Police Chief, Operations Commander, or designee:*

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Fredrick Ryan  
Fredrick Ryan

Date 07/15/16

Printed name/title

POLICE COMMENTS:

N/A

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

BEER + WINE

What types of food and non-alcoholic beverages do you plan to serve at the Event? GOURMET hors d'oeuvres and misc. Food items soft drinks and water

Who will be responsible for serving alcoholic beverages at the Event? The CATERER

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS TRAINING CERTIFICATE

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

LAURA LEWIS 4-21-70  
DEBORAH O'NEILLE 12-6-70

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: [www.mass.gov/abcc](http://www.mass.gov/abcc)) GORDON LIQUORS

Date of Delivery: 8/8/16  
Alcohol Serving Time (s): 5 PM - 8 PM

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

GORDON LIQUOR VIA CATERER (ESSEX CATERING)  
Date of Pick-Up: 8/8/16

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.) HARTFORD GENERAL LIABILITY, LIQUOR LIABILITY  
AND 1 DAY OFFSITE LICENSE FOR ESSEX CATERING  
AT WHITTEMORE ROBINS HOUSE, ARLINGTON MA.

**Please submit this completed form and filing fee to the Board of Selectmen  
at least 21 days before your Event. Failure to provide complete  
information may delay the processing of your application.**

**I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:**

Signature: Paul J. McGaffigan  
Printed name: PAUL J. MCGAFFIGAN

Printed title & Organization name: TREASURER, CYRUS E. DALLIN ART MUSEUM, INC  
Email: PAUL MACK34 @ HOT MAIL.COM





# CERTIFICATE OF LIABILITY INSURANCE

ESSEXCA

OP ID: CK

DATE (MM/DD/YYYY)

07/13/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |   |
|---|--|---|---|
| <b>PRODUCER</b><br>Cohen-Miles Insurance Agcy Inc<br>375 Concord Ave, Ste 005<br>Belmont, MA 02478-3045<br>Chris Keough |  | <b>Phone:</b> 617-489-1213<br><b>Fax:</b> 617-489-0151  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> |
| <b>INSURED</b><br>Essex Catering LLC<br>25 Lafayette Street<br>Wakefield, MA 01880                                      |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Hartford<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |   |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | 08 SBA NW1763 | 07/31/16                | 07/31/17                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Liq Liab \$ 1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | N/A           |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

catering

**CERTIFICATE HOLDER****CANCELLATION**Town of Arlington  
Arlington, MA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Chris Keough





## **Town of Arlington, Massachusetts**

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### **For Approval: Arlington International Film Festival Banners**

#### **Summary:**

April Ranck, Executive Director, AIFF

#### **ATTACHMENTS:**

| Type                 | File Name                        | Description       |
|----------------------|----------------------------------|-------------------|
| ▣ Reference Material | AIFF_Banner_Request.2016_(1).pdf | Request from AIFF |

# THE ARLINGTON INTERNATIONAL FILM FESTIVAL



"Where Arlington and the world converge."

June 26, 2016

Re: Request to hang Banners

Arlington Selectmen,

Arlington International Film Festival (AIFF), approaching its 6<sup>th</sup> year of production, is pleased to announce that this year's Festival will be held at the Capitol Theater October 27-30. We are delighted to be back in Arlington, home of the Festival. We respectfully come before you with our request to display banners in Arlington Center and in East Arlington. ATED has graciously committed to sponsoring AIFF.

Specifics:

- *Display dates: September 19<sup>th</sup> - October 31<sup>st</sup> (following Town Day)*
- *4 double-sided banners to be displayed on poles in Arlington Center (3 x 7)  
Rt.60 and Mass Ave poles (west)  
Rt.60 and Mass Ave poles (east)*
- *6 double-sided banners to be displayed on poles in East Arlington ( ? )*

On behalf of the Arlington International Film Festival, I would like to express my sincere appreciative for the support we have received from the Town of Arlington and the many organizations, businesses as well as individuals over the past five years. As the Festival continues to grow we look forward to our continued relationships.

Thank you for your consideration and I will look forward hearing from you.

Kind Regards,

April L. Ranck  
Executive Director



## Town of Arlington, Massachusetts

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### Open Space Committee

#### Summary:

Brian Kelder (term to expire 6/30/2019)

#### ATTACHMENTS:

| Type                 | File Name       | Description  |
|----------------------|-----------------|--|
| ▢ Reference Material | Kelder_appt.pdf | Town Manager recommendation, B. Kelder letter and resume, Meeting notice |



**Town of Arlington  
Office of the Town Manager**

**Adam W. Chapdelaine  
Town Manager**

**730 Massachusetts Avenue  
Arlington MA 02476-4908  
Phone (781) 316-3010  
Fax (781) 316-3019  
E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)**

**MEMORANDUM**

**DATE:** June 8, 2016

**TO:** Board Members

**SUBJECT:** Appointment to the Open Space Committee

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This memo is to request the Board's approval of my appointment of Brian Kelder, 31 Melvin Road, Arlington, MA 02474, to the Open Space Committee, with a term expiration date of 6/30/2019.

*Adam Chapdelaine*  
Town Manager

Brian F. Kelder  
31 Melvin Road  
Arlington, MA 02474

January 6, 2016

Adam Chapdelaine,  
Arlington Town Manager  
730 Massachusetts Ave.,  
Arlington, MA 02476

Re: Town of Arlington Open Space Committee

Dear Mr. Chapdelaine,

I am writing to express my interest in volunteering as a member of the Town of Arlington Open Space Committee. I am very interested in our parks and natural areas and would like to find a way to lend my time to support the community.

I have a background and skill set that I feel could help me make a valuable contribution to the OSC. I am an aquatic ecologist by training with extensive knowledge in a range of water resource issues. In my current position I manage ecological restoration and monitoring projects and am also involved in a wide range tasks including outreach and education. Additionally, I have a background in agriculture and have served as a live-in caretaker for a public park.

I have attached a copy of my resume for your review. Please don't hesitate to contact me if you have any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Brian Kelder". The script is fluid and cursive, with the first name "Brian" and last name "Kelder" clearly legible.

Brian F. Kelder

# Brian F. Kelder

31 Melvin Road  
Arlington, MA 02474

Phone: (206) 920-1020

e-mail: briankelder@gmail.com

## EDUCATION:

### **State University of New York College of Environmental Science and Forestry (SUNY ESF)**

M.S. May, 2008. Fish and Wildlife Biology and Management (Aquatic Ecology)

### **Cornell University**

B.S. May, 1999. Animal Science

## EXPERIENCE – PROFESSIONAL:

### **Restoration Program Manager**

*Ipswich River Watershed Association*

July 2011-Present

- Oversee IRWA's habitat restoration, science, and monitoring program
- Plan and execute habitat restoration strategies for the Ipswich River and its tributaries
- Provide project management and technical support for proactive river restoration projects including dam removal and stream continuity
- Plan and coordinate various monitoring initiatives, including pre- and post- dam removal monitoring
- Coordinate Parker-Ipswich-Essex Rivers Restoration Partnership (PIE-Rivers) – a regional, multidisciplinary partnership working to protect and restore aquatic resources in northeastern MA
- Planned and manage a regional stream continuity and infrastructure risk assessment of over 1000 road-stream crossings
- Responsible for grant writing and reporting to support research and restoration initiatives
- Correspond with public and media to build understanding and support for habitat restoration projects
- Manage project contracts and responsible for hiring, training and supervising program staff

### **Aquatic Ecology Consultant**

*Seatuck Environmental Association, Islip, NY*

Spring 2011

- Designed and installed electronic and video-based fish monitoring systems
- Authored research reports and managed stream habitat restoration database

*Riveredge Associates, Massena, NY*

June 2008-2010

- Analyzed fish egg and larvae samples collected in the St. Lawrence watershed

*Rushing Rivers Institute, Amherst, MA*

August 2008

- Supervisory field support for stream community assessment in central Massachusetts

### **Fisheries Scientist - Environmental Defense Fund Puleston Fellow**

*Seatuck Environmental Association, Islip, NY*

Jan 2009 – Aug 2010

- Forged and maintained partnerships to implement restoration of coastal fisheries resources using methods including fish passage, watershed planning and coastal wetlands protection and restoration.
- Chaired the Long Island Diadromous Fish Workgroup and represented Seatuck and Environmental Defense Fund on advisory committees including the Suffolk County Wetlands Stewardship Committee and Long Island Freshwater Fisheries Advisory Council
- Authored (4) or provided writing support (1) for five successful grant proposals in 2009-2010.
- Led development of Seatuck's long-term conservation priorities for aquatic resources.
- Managed all aspects of citizen science alewife spawning survey across Long Island.
- Initiated and facilitated fishway installation at head of tide dam on one of Long Island's largest rivers
- Raised awareness and public support for habitat initiatives through education and outreach.
- Developed restoration database and web content to promote research, restoration and education programs.

### **Senior Research Analyst**

*The Research Foundation of the State University of New York, Syracuse, NY*

Sept – Oct 2008

- Authored manuscript of original research for publication in the N. Am. J. of Fisheries Management.
- Statistical and GIS analyses for explanatory walleye spawning model.



**Fish Biologist I & II**

*The Tulalip Tribes, Marysville, WA*

Feb 2001-July 2005

- Project manager for two juvenile salmon out-migration studies in Puget Sound region
- Supervised nine-person crew and managed sampling schedule for high-risk field work (Feb-June).
- Designed project database, analyzed data, authored reports and prepared presentation materials.
- Obtained and maintained sampling permits from federal, state, and local agencies.
- Sampled estuarine salmonid communities as part of a cooperative study with NOAA Fisheries.
- Additional responsibilities: Attended inter-agency meetings, conducted literature searches, peer reviews of reports and assisted with logistics, data collection and analysis on various projects.

**Field Biologist**

*Muckleshoot Indian Tribe, Auburn, WA*

Aug 2000-Jan 2001

- Captured and tagged Chinook salmon and sampled near-shore fish communities
- Conducted spawner surveys in the streams and rivers of Western Washington.

**Research Technician**

*Cornell University Dept. of Natural Resources, Ithaca, NY*

July 1999-June 2000

- Conducted habitat surveys and prepared GIS maps for streams in central Massachusetts.
- Sampled fish communities in tidal marshes of the Hudson River.
- Responsible for testing, troubleshooting and calibration of prototype water velocity meter.
- Assisted with sampling, analysis, literature review and logistics for multiple research projects.

**Assistant Manager**

*Jaway Farms, Accord, NY*

June 1993-Aug 1996

- Worked in all areas of dairy and pick-your-own fruit and vegetable farm.
- Supervised employees and managed daily farm operation in absence of owner.
- Conducted educational farm tours for groups of schoolchildren and adults.
- Operated and maintained wide variety of farm machinery.

**EXPERIENCE – ACADEMIC/TEACHING:****Graduate Research Assistant**

*The Research Foundation of the State University of New York, Syracuse, NY*

May 2006-May 2008

- Researched walleye spawning habitat in tributaries of Lake Ontario and the St. Lawrence River.
- Built spatially explicit model predicting walleye spawning as a function of habitat characteristics.
- Conducted collaborative habitat research with NY Sea Grant and NY Dept. of Environmental Conservation and assisted with various fisheries and limnological monitoring projects.
- Additional responsibilities: supervised interns, project logistics, data analysis, and boat maintenance.

**Visiting Instructor (Limnology)**

*SUNY College of Environmental Science and Forestry, Syracuse, NY*

Aug –Dec 2007

- Responsible for all aspects of instruction for a graduate-level limnology course including the supervision of two laboratory sections and a teaching assistant (class size: 37 students).
- Prepared and presented lectures in multidisciplinary course on topics including biology, ecology, physics, geology and chemistry.
- Planned and conducted field and laboratory exercises to give students hands-on experience with limnological sampling methods and analyses.

**Graduate Teaching Assistant**

*SUNY College of Environmental Science and Forestry, Syracuse, NY*

Aug 2005-May 2006

- Led laboratory and discussion sections in undergraduate and graduate level classes.
- Classes included *Fisheries Science & Management*, *Marine Ecology*, and *The Global Environment*.
- Helped students understand class material on a one-on-one basis when necessary.
- Assisted with field trips, developed exam questions and graded term papers and other coursework.

### Student Intern

Cornell University Dept. of Natural Resources, Ithaca, NY

Jan 1997-May 1999

- Sampled Atlantic and shortnose sturgeon populations of Hudson River Estuary.
- Responsible for operation and daily maintenance of research vessels including a 28' trawler.
- Managed daily operation of field station for a four-week period in 1998.
- Tagged and tracked sturgeon using PIT tags and hydroacoustic telemetry.
- Built and repaired sampling gear, processed invertebrate samples, and analyzed data.

### SPECIAL SKILLS AND TRAINING:

- Extensive field experience sampling aquatic and wetland communities in large and small systems
- Strong communication and project management skills, experienced at building partnerships and working in multidisciplinary settings
- Identification/handling of numerous fish and aquatic species including ESA listed salmonids and sturgeon
- Operation of survey equipment including GPS, total station, auto level, flow meter
- Selected coursework: Limnology, Systems Ecology, Freshwater Wetland Ecosystems, Hudson Watershed Ecology, Landscape Ecology, Advances in Aquatic Ecology, Fisheries Management, Regression Analysis, Multivariate Statistics, Watershed Hydrology, Wetlands Assessment & Field Techniques
- Training and certifications: SCUBA, ESRI Arcview – Environmental Applications of GIS, MS Access Level 2, NY Boating Safety
- Software skills: Microsoft Office (incl. Access), ESRI ArcGIS, SAS, Fortran, Joomla, Wordpress
- Towing equipment and operation and maintenance of boats and a variety of light and heavy machinery

### ASSOCIATIONS AND VOLUNTEER:

- **Volunteer:** *Mystic River Watershed Association* (Jan 2012 – Present)
  - Water Quality/Clean Water Campaign and Policy Committees
- **Volunteer Ecologist:** *The Nature Conservancy, Boston* (Dec 2010 – June 2011)
  - Mapped and evaluated models of fish habitat for regional habitat connectivity project
  - Assisted with permitting phase of Hopewell Mills dam removal in Taunton
- *Town of Belmont Conservation Commission:* **Associate Member** (Dec 2010 – Jan 2012)
- *American Fisheries Society Hutton Junior Fisheries Biology Program:* **Professional Mentor** (2006)
- **Member:** *American Fisheries Society* (2000-present), *Coastal & Estuarine Research Federation* (2005-present), and *Society of Ecological Restoration* (2010-present)
- *Cornell University Farm Credit Fellow* (1999)

### SELECTED POSTERS AND PRESENTATIONS:

- B. F. Kelder, L.B. Stephenson, and C.A. Guthrie, Collaborative river herring restoration efforts on Long Island, NY, September 2010, American Fisheries Society 140<sup>th</sup> Annual Meeting, Pittsburgh, PA.
- B. F. Kelder, The Legacy of Coastal Dams: Understanding and addressing the unintended effects of impoundments on coastal stream ecosystems and diadromous fish, November 2009, Stony Brook University SoMAS Oceans and Atmosphere Colloquium, Stony Brook, NY.
- B. Kelder, L.B. Stephenson, J.D. Fullmer, and L. Siegel, Restoring Diadromous Fish Passage on a Crowded Island: Long Island, NY (Poster). Diadromous Species Restoration Research Network (DSRRN) Conference, July 22-24, 2009, Orono, ME.
- B. F. Kelder, and J. M. Farrell, Where will walleye spawn?: Development of a spatial modeling tool to guide restoration, August 2008, American Fisheries Society 138th Annual Meeting, Ottawa, ON, Canada.

### SELECTED REPORTS AND PUBLICATIONS:

- Kelder, B. 2014. PIE-Rivers Stream Continuity Survey – Final Report. Ipswich River Watershed Association, Ipswich, MA.
- Kelder, B., and J. MacDougall. 2013. Ecological Monitoring Following Removal of the Curtis Pond Dam, Middleton, Massachusetts. Ipswich River Watershed Association, Ipswich, MA.
- Kelder, B. F., and J. M. Farrell. 2009. A spatially explicit model to predict walleye spawning in an Eastern Lake Ontario tributary. *North American Journal of Fisheries Management*. 29: 1686-1697.
- Kelder, B. F. 2009. Alewife spawning runs on Long Island: Report on 2009 volunteer monitoring survey efforts. Seatuck Environmental Association, Islip, NY. 13 p.



# OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
KEVIN F. GREELEY  
STEVEN M. BYRNE  
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

June 23, 2016

Brian Kelder  
31 Melvin Road  
Arlington, MA 02474

Re: Appointment: Open Space Committee

Dear Mr. Kelder:

As a matter of the standard appointment procedure, the Board of Selectmen requests that you attend a meeting of the Board of Selectmen at Town Hall, Selectmen's Chambers, 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, on Monday, July 18th at 7:15 p.m.

It is a requirement of the Board of Selectmen that you be present at this meeting. Your presence will give the Board an opportunity to meet and discuss matters with you about the area of activity in which you will be involved.

Please contact this office to confirm the date and time with either Mary Ann or Fran at the above number.

Thank you.

Very truly yours,  
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka  
Board Administrator

MAK:fr



## Town of Arlington, Massachusetts

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### Arlington Preservation Fund (ARB designee)

#### Summary:

Jennifer Raitt, Director of Planning and Community Development  
(term to expire 7/31/2019)

#### ATTACHMENTS:

| Type                 | File Name      | Description  |
|----------------------|----------------|--|
| ▢ Reference Material | Raitt_appt.pdf | Arlington Redevelopment Board request, J. Raitt meeting notice |



## ARLINGTON REDEVELOPMENT BOARD

TOWN HALL ARLINGTON, MASSACHUSETTS 02476

TELEPHONE 781-316-3090

June 20, 2016

Town of Arlington  
Board of Selectmen  
Town Hall, 730 Massachusetts Avenue  
Arlington, MA 02476

Dear Selectmen,

At the June 20, 2016 meeting, the Arlington Redevelopment Board (ARB) voted to nominate Jennifer Raitt, Director of Planning and Community Development to be the ARB's designee to the Arlington Preservation Fund for appointment by the Board of Selectmen.

Should you have any questions about this appointment, please contact the Planning and Community Development office at 781-316-3090.

Sincerely,

Andrew Bunnell  
Chairman

cc: Carol Greeley, Arlington Preservation Fund  
Adam Chapdelaine, Town Manager

# OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
KEVIN F. GREELEY  
STEVEN M. BYRNE  
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

June 24, 2016

Jennifer Raitt  
Director of Planning and Community Development  
Town Hall Annex  
Arlington, MA 02476

Re: Appointment: Arlington Preservation Fund (ARB designee)

Dear Ms. Raitt:

As a matter of the standard appointment procedure, the Board of Selectmen requests that you attend a meeting of the Board of Selectmen at Town Hall, Selectmen's Chambers, 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, on Monday, July 18th at 7:15 p.m.

It is a requirement of the Board of Selectmen that you be present at this meeting. Your presence will give the Board an opportunity to meet and discuss matters with you about the area of activity in which you will be involved.

Please contact this office to confirm the date and time with either Mary Ann or Fran at the above number.

Thank you.

Very truly yours,  
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka  
Board Administrator

MAK:fr



## **Town of Arlington, Massachusetts**

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### **Appointments: Zoning Recodification Working Group and Residential Study Committee**

#### **Summary:**

Adam W. Chapdelaine, Town Manager

#### **ATTACHMENTS:**

| Type                 | File Name                                 | Description                      |
|----------------------|---|----------------------------------|
| ▣ Reference Material | Updated_Zoning_Recodification_memo.pdf    | Updated Memorandum to Board 7.18 |
| ▣ Reference Material | MEMO_ZRWG_RSG_Appt_7_18_16.pdf            | Memorandum to Board              |
| ▣ Reference Material | Zoning-Residential_Comm._Descriptions.pdf | Committee Descriptions           |

Updated



**Town of Arlington  
Office of the Town Manager**

**Adam W. Chapdelaine**  
Town Manager

**730 Massachusetts Avenue**  
**Arlington MA 02476-4908**  
**Phone (781) 316-3010**  
**Fax (781) 316-3019**  
**E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)**  
**Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)**

**To:** Board of Selectmen

**From:** Adam W. Chapdelaine, Town Manager

**RE:** Approval of Appointments to Zoning Recodification Working Group and Residential Study Group

**Date:** July 18, 2016

---

I am writing to the Board to request their approval of my recommended appointments to both the Zoning Recodification Working Group and the Residential Study Group. The original posting and description of these groups is included as a separate document under this agenda item. There will be additional appointments made by the Town Moderator that I am working to confirm prior to Monday evening's meeting. My recommended appointments are as follows:

**Zoning Recodification Working Group**

At-large, Town Manager Appointment – Nancy Flynn-Barvik

**Residential Study Group**

Real Estate Industry – Bill Copithorne

Development/Construction Industry – Jonathan Nyberg

At-large, Town Manager Appointment – Wynelle Evans

At-large, Town Manager Appointment – Pasi Miettinen

At-large, Town Manager Appointment – Elizabeth Pyle

At-large, Town Manager Appointment – Steve McKenna

I am happy to answer any questions that the Board may have regarding these appointments at Monday evening's meeting.

**From:** "Adam Chapdelaine" <AChapdelaine@town.arlington.ma.us>  
**To:** "Kristen DeFrancisco" <KDeFrancisco@town.arlington.ma.us>  
**Cc:** "Jenny Raitt" <JRaitt@town.arlington.ma.us>  
**Date:** 06/29/2016 10:21 AM  
**Subject:** Fwd: Residential Study Group

*waiting to  
hear back  
7/18 @ 2:00*

One more to interview

Adam W. Chapdelaine  
Town Manager  
Town of Arlington  
730 Massachusetts Avenue  
Arlington, MA 02476  
(781) 316-3010

-----Original Message-----

From: "Jonathan Nyberg"  
<jonathannyberg@oldnewenglandproperties.com>  
To: <achapdelaine@town.Arlington.ma.us>  
Cc: "Laura Wiener" <LWiener@town.arlington.ma.us>  
Date: Wed, 29 Jun 2016 09:19:21 -0400  
Subject: Residential Study Group

Dear Adam,

I am contacting you about the Residential Study Group. I am interested in being part of this committee and contributing back to the town. I am both a builder/developer and a broker, and I participated in the ARB public process this past year regarding residential zoning change. I have been on the Historic Districts Committee for many years and understand commitments that are made in this regard. I also acknowledge that it is past the deadline but hope that you will consider my application.

I can be contacted at 781.883.7259 or [jonathannyberg@oldnewenglandproperties.com](mailto:jonathannyberg@oldnewenglandproperties.com).

I look forward to hearing from you.

Sincerely,

Jonathan Nyberg

Jonathan M Nyberg  
Old New England Properties  
PO Box 292 Arlington, MA 02474

781.883.7259

**Attachments:**

File: [ATT00002.txt](#)

Size: 1k Content Type: text/plain



**Town of Arlington  
Office of the Town Manager**

**Adam W. Chapdelaine**  
Town Manager

**730 Massachusetts Avenue  
Arlington MA 02476-4908  
Phone (781) 316-3010  
Fax (781) 316-3019  
E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)**

**To:** Board of Selectmen

**From:** Adam W. Chapdelaine, Town Manager

**RE:** Approval of Appointments to Zoning Recodification Working Group and Residential Study Group

**Date:** July 13, 2016

---

I am writing to the Board to request their approval of my recommended appointments to both the Zoning Recodification Working Group and the Residential Study Group. The original posting and description of these groups is included as a separate document under this agenda item. There will be additional appointments made by the Town Moderator that I am working to confirm prior to Monday evening's meeting. My recommended appointments are as follows:

**Zoning Recodification Working Group**

At-large, Town Manager Appointment – Nancy Flynn-Barvik

**Residential Study Group**

Real Estate Industry – Bill Copithorne

Development/Construction Industry – Update to be provided Monday

At-large, Town Manager Appointment – Wynelle Evans

At-large, Town Manager Appointment – Pasi Miettinen

At-large, Town Manager Appointment – Elizabeth Pyle

At-large, Town Manager Appointment – Steve McKenna

I am happy to answer any questions that the Board may have regarding these appointments at Monday evening's meeting.



# **Nancy Flynn-Barvick**

159 Waverley Street • Arlington, MA 02476 • (781) 572-2911 • barvick@comcast.net

---

## **Profile**

Legal professional and Masters in Public Policy candidate with an extensive background in management, negotiation, and administration. Excellent organizational skills, meticulous attention to detail, strong written and verbal communication, and a proven record of performance under tight deadlines.

## **Professional Experience**

### **NON-PROFIT: HOUSING & POVERTY/POLICY ANALYSIS & ADVOCACY/COORDINATOR**

- Interpreted and verified compliance with state regulations for subsidized housing program; Met with applicants and residents to make assessments regarding placement and services referrals; Responded to day-to-day tenant issues as well as crises when necessary; Addressed tenant issues requiring support of social workers or service providers; Worked with local community groups to coordinate services for residents; Advised tenants on lease compliance issues; Maintained tenant records and files.
- Represented and supported low-income clients in civil matters including housing, Social Security, disability and consumer issues before judicial and administrative bodies; Advised volunteer panel attorneys on landlord-tenant law and procedure and assigned cases; Conducted client intake interviews to assess financial eligibility and performed case reviews.
- Researched and analyzed information for, and assisted in the planning and development of, policy positions and statements for a candidate for Massachusetts Lt. Governor.
- Organized and managed all aspects of school fundraising and facilities improvement programs including volunteers, scheduling, materials, facility, resources, budgets, communication and follow-up.
- Created and directed, for 4 years, a Math & Science Enrichment Committee of faculty and parents that enhanced and supplemented the curriculum through hands-on events and additional school materials.
- Researched potential funding sources for new programs for Germaine Lawrence Residential School for girls. Lead extra-curricular projects for residents.

### **COMMERCIAL: CONTRACTS & MANAGEMENT/NEGOTIATION**

- In-house counsel supporting various corporate departments including Procurement, Sales, and Engineering as member of cross-departmental contract negotiation teams for commercial agreements.
- Reviewed, drafted and negotiated commercial agreements including purchase, supply, license, master service, consultant, marketing, NDA, settlement & release, assignment, lease and loan agreements.
- Developed and disseminated standard contract language; monitored contract compliance; managed outside counsel.
- Counseled residential general contractors through navigation of the MA RRP lead rules and licensure requirements, Mass. HIC contract laws, NDAs, and liability insurance language.

### **COMMUNICATION: RESEARCH/WRITING/MEDIA**

- Produced quarterly tenant newsletter detailing pertinent housing information and upcoming programs.
- Prepared memoranda on consumer and commercial issues for dissemination to internal clients.
- Identified and researched topics of voter concern for briefings with candidate for Lt. Governor; Researched and prepared responses to constituent questionnaires resulting in candidate endorsements.
- Researched information for national initiatives concerning student information and privacy.
- Updated Family Assoc. Constitution & By-Laws; Produced Newsletters detailing events and budgets.
- Contributed to book chapter concerning employer liability in the context of professional misconduct.

# Nancy Flynn-Barvick

159 Waverley Street • Arlington, MA 02476 • (781) 572-2911 • barvick@comcast.net  
résumé - *continued*

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## Employment and Volunteer History

- **CHASSIX, INC** - Detroit, MI; Arlington, MA  
Associate General Counsel, August, 2013 - July, 2015
- **ARLINGTON HOUSING AUTHORITY** - Arlington, MA  
Rental Housing Coordinator, 2012 – 2013
- **CONTRACTS AND LOCAL BUSINESS RESOURCE** - Arlington, MA  
Small-Business Contracts Resource, 2005 – 2013
- **MASSACHUSETTS LT. GOVERNOR CAMPAIGN** - Boston, MA  
Policy Analyst, 2005 - 2006
- **LEGAL CONSULTANT**, Contract Negotiation and Licensing Focus, 1997 - 2001  
Clients included: **BankBoston**, Boston, MA; **Lotus Development Corp.**, Cambridge, MA; **Charles Stark Draper Laboratory, Inc.**, Cambridge, MA; **GenRad, Inc.**, Westford, MA; **SOFTRAX, Corp.**, Canton, MA; **MessagingDirect, Inc.**, San Francisco/Edmonton, Alberta, Canada.
- **STATE STREET BANK & TRUST COMPANY** - Boston, MA  
Associate Counsel, 1995 – 1997
- **VOLUNTEER LAWYERS PROJECT** – Boston, MA  
Volunteer Panel Attorney; Volunteer Staff Attorney, 1993; 1995

## Community Engagement

- **LOCAL VOLUNTEER** – Arlington, MA  
2001 – Present  
Board Member – ACMi, Arlington Community Media Inc., 2015 – Present  
School Advisory Committee, 2007-2011; School Council, 2011 - 2015  
PTO & Family Association 2001- Present; Co-President, 2004-2006; School Board, 2006 - 2007  
Funding researcher and extra-curricular activity leader – Germaine Lawrence School, 2002-2004
- **VOTING RIGHTS/ACCESS ADVOCATE**  
New Hampshire Election Day Legal Observer; MMOB Voter registration organizer, 2006  
State convention delegate; get-out-the-vote and meet-the-candidate organizer; data entry, 2002 - 2006

## Education

**TUFTS UNIVERSITY** - Medford, Massachusetts

Masters in Public Policy, anticipated completion, Spring 2017

**BOSTON UNIVERSITY SCHOOL OF LAW** - Boston, Massachusetts.

J.D., 1993

Public Interest Law Journal; Technology, Science & Law Association

Admitted to Massachusetts Bar and U.S. District Court for the District of Massachusetts

Member of the Woman's Bar Association

**RENSSELAER POLYTECHNIC INSTITUTE** - Troy, New York.

B.S., Management Information Systems, 1989

Epsilon Delta Sigma - Management Honor Society; Dean's List

## Resume for Residential Study Group

Name: William F. Copithorne

Home Address: 15 Cornell Street, Arlington MA 02474

Business Address: 1189 Mass Ave., Arlington, MA 02476

### Brief Biography:

- Lifelong Arlington Resident
- 3<sup>rd</sup> generation owner of Sweeney & O'Connell Real Estate
- Graduate Arlington High School Class of 1975
- Graduate Wentworth Institute of Technology 1979
- Former Town Meeting Member
- Past Distinguished President of the Arlington Kiwanis Club
- Past Trustee of the Arlington Lodge of Elks
- Volunteer Driver for Meals on Wheels in Arlington
- Notary Public

### Business Affiliations:

- Member of the National Association of Realtors
- Member Massachusetts Association of Realtors
- Member of the Realty Guild

Town of Arlington: Member of the Public Memorial Committee

## WYNELLE EVANS

20 ORCHARD PLACE • ARLINGTON, MA 02476 • 781.643.4547 • 781.859.9291 CELL • EVCO7@RCN.COM

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A.B., Harvard University, English and American Literature and Languages  
Graduate coursework, Radcliffe College, creative writing

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May '86—present

Evans/McNamara Boston, MA

Owner, executive producer, line producer.

Produce commercials and long-form programs for private sector, non-profit, and government organizations, and for political campaigns. Constant client contact with political consultants, advertising agencies, government agencies, and non-profit organizations through all phases, leading to a solid base of return business. Clients include: Citizens Energy/CITGO, Barney Frank for U.S. Congress, John Kerry for U.S. Senate, Ed Markey for U.S. Congress, Angus King for Governor, International Fund for Animal Welfare, Common Cause, American Association of University Women, Massachusetts Hospital Association, Kenneth B. Schwartz Center, UMass Lowell, Hawaii State Teachers Association.

October '83—May '86

CinemaGraphics Boston, MA

Senior producer for commercials and corporate films.

Instrumental in development of production department. Introduced cost accounting systems where none had previously existed. Developed methods for smoother transition of jobs from production to post-production, including creation of post-production supervisor position. Hired and trained producers and associate producers; supervised staff of interns. Produced in-house casting tapes representing major portion of local talent. Responsible for budget creation and bidding. Constant client contact through all phases. Final budget responsibility.

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Awards:

National awards include Clio, Telly, Pollie, International Film and Television Festival of New York, Chicago International Film Festival, and the Houston International Film Festival.

Local awards include New England Broadcast and Hatch.

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Additional experience:

- In 1987 formed East Coast Editorial with two partners. Post-production supervisor and administrator for an edit facility handling documentary and commercial projects, and offering complete post-production packaging. Clients included: PBS Frontline, Christian Science Monitor Reports, HBO Pictures.
- Writing/producing/scoring award-winning short films.
- Graphic design and illustration.
- Fiction and non-fiction writing.
- Accompanied my mother through her Alzheimer's journey, requiring extensive research, organization, and diplomacy across a broad range of private and government support services.
- Member of citizens' group which drafted revised residential zoning bylaw Articles for 2016 Town Meeting, requiring research, collaboration, public speaking, and a sense of humor!
- Life-long runner.

-----Original Message-----

From: "TownManager" <TownManager@town.arlington.ma.us>  
To: Adam Chapdelaine <AChapdelaine@town.arlington.ma.us>  
Date: Tue, 14 Jun 2016 14:10:18 -0400  
Subject: Fwd: Interested in participating in the Residential Study Group

-----Original Message-----

From: Pasi Miettinen <[pasipmiettinen@gmail.com](mailto:pasipmiettinen@gmail.com)>  
To: [townmanager@town.arlington.ma.us](mailto:townmanager@town.arlington.ma.us)  
Date: Tue, 14 Jun 2016 11:19:00 -0400  
Subject: Interested in participating in the Residential Study Group

Hi Adam,

I would like to express my interest in participating in the Residential Study Group regarding zoning. My interest in contributing to the study stems from both personal and professional experience with the impacts of residential development in Arlington. I have reviewed the zoning rules on multiple occasions over the past few years and observed its limitations in achieving the many goals zoning is being asked to serve, including the character of buildings, evolving demographic trends, need for new housing, Town's economic interests, environmental concerns, traffic and affordable housing just to name a few.

I believe there are ways to address all of the above goals in positive and constructive ways. Furthermore, I believe that the above goals are not in conflict with each other and that there is an opportunity for the town to adjust its zoning bylaws in a way that will substantially improve the lives

of Arlington residents.

Personal Background:

- Pasi Miettinen
- Owner of 23 Sheraton Park, Arlington MA
- Arlington resident since 2001
- CEO, Sagewell, Inc., a residential building energy efficiency analytics company that has analyzed over 1,000 Arlington homes for their energy efficiency and helped over 400 homes to take advantage of various energy efficiency programs.
- MBA, Harvard University
- Donor to Arlington low income fuel assistance program
- Note: I am not a developer, nor affiliated with any developer or any interest group. However, I have worked with residents, builders, realtors, regulators, housing inspectors and auditors, housing and environmental advocates and have an appreciation for the need and opportunity to create proactive common ground and agreement for the many interests that surround around residential development.

Best regards,

Pasi Miettinen

**Elizabeth M. Pyle**  
66 Gloucester Street  
Arlington, MA 02476  
(781) 643-4913  
[elizabeth.m.pyle@gmail.com](mailto:elizabeth.m.pyle@gmail.com)

## LEGAL EXPERIENCE

**Hill Law** Cambridge, MA  
*Of Counsel* 2014 – present  
Provide legal advice and representation to public and private clients in all areas of land use law, with particular specialties in zoning, wetlands law, and representation of abutters and neighborhood groups. Successfully represent public and private clients before state courts and agencies, including the Executive Office of Energy and Environmental Affairs, Office of Appeals and Dispute Resolution, and Division of Administrative Law Appeals, as well as local zoning boards and conservation commissions.

**Elizabeth M. Pyle, Attorney at Law** Arlington, MA  
*Contract attorney for land use lawyers in Massachusetts* 2010 – 2014  
Land use and litigation practice, specializing in zoning and wetlands.

**Anderson & Kreiger LLP** Cambridge, MA  
*Senior Associate* 2003 – 2008  
Land use and litigation practice, specializing in zoning, wetlands, environmental law, cleanup of oil and hazardous material and insurance law. Represented clients before the Massachusetts Superior Court, Land Court, Department of Environmental Protection, local zoning boards, and conservation commissions.

**Bernstein, Cushner & Kimmell, P.C.** Boston, MA  
*Associate* 2001 – 2003  
Environmental, land use, energy law and civil litigation practice.

**Hampden County District Attorney's Office** Springfield, MA  
*Assistant District Attorney, Springfield District Court* 2000 – 2001  
Responsible for caseload averaging more than 250 pending cases. Performed jury and bench trials, argued motions, conducted arraignments and probation hearings, negotiated pleas, and assisted in training new attorneys.

## EDUCATION

**Boston College Law School** Newton, MA  
Juris Doctor, *Cum Laude* May 2000

**Duke University** Durham, NC  
Bachelor of Arts with Distinction in History, *Magna Cum Laude* May 1997

## COMMUNITY INVOLVEMENT

- Arlington Town Meeting Member, elected April 2016.
- Volunteer with citizens group proposing amendments to residential Zoning Bylaws at 2016 Town Meeting to address neighbor impacts from new construction in established districts.
- Volunteer with Build Arlington's Future, debt exclusion campaign, 2016.
- Organized neighborhood to address neighbor impacts from proposed large addition on Highland Avenue, and represented neighborhood interests before the Arlington Zoning Board of Appeals in 2014 and 2015.
- Organized neighborhood to participate in Arlington's redistricting process for the elementary schools in 2012 by writing letters to Superintendent and School Committee to convey the neighborhood's strong support for walkable schools, and by representing neighborhood interests at redistricting meetings.
- Chair of the City of Somerville Conservation Commission from 2001-2010.



-----Original Message-----

From: "TownManager" <TownManager@town.arlington.ma.us>  
To: Adam Chapdelaine <AChapdelaine@town.arlington.ma.us>  
Date: Sun, 05 Jun 2016 07:13:08 -0400  
Subject: Fwd: Zoning By Laws

-----Original Message-----

From: Steve McKenna <[steve@yourhomeforsale.com](mailto:steve@yourhomeforsale.com)>  
To: [townmanager@town.arlington.ma.us](mailto:townmanager@town.arlington.ma.us)  
Date: Sun, 5 Jun 2016 05:48:04 -0400  
Subject: Zoning By Laws

Good Morning Adam,

I would be very interested in being selected as a member of the Working Group regarding the Zoning By Law Re-codification Committee. Please feel free to contact me and let me know if you require any information.

Regards,

--

Steve McKenna

BOWES Real Estate, Real Living

1010 Massachusetts Avenue | Arlington, MA 02476

Direct: 781.645.0505 | Office: 781.648.3500

Email: [steve@yourhomeforsale.com](mailto:steve@yourhomeforsale.com)

Web <<http://www.yourhomeforsale.com/>> | Blog  
< <http://www.yourhomeforsale.com/blog/>> | Twitter  
< <http://www.twitter.com/@yourhomeforsale>> | Facebook  
< <http://www.facebook.com/yourhomeforsale>>

## Planning News and Notices

Search News

### **Arlington Comprehensive Zoning Update** **Call for Working and Study Group Members**

**Post Date:** 05/31/2016 3:47 PM

At their May 26, 2016 meeting, the Master Plan Implementation Committee voted to form a Zoning Recodification Working Group to advance a comprehensive update of Arlington's Zoning By-Law (ZBL). The purpose of the effort will be to update and revise the zoning bylaw to be clearer, internally consistent, reflective of the Master Plan, and in compliance with M.G.L. Chapter 40A and current case law. In its present form, the ZBL is difficult to navigate and often difficult to interpret. There is an immediate need to reorganize and reformat the ZBL so that its requirements are easier for the public, town boards, staff, and applicants and their representatives to understand. The ZBL should be reorganized and reformatted to clarify and make obvious the procedures for site plans, Environmental Design Review, special permits, variances, appeals, rezoning, and so forth. As written, the ZBL does not enable the Town to implement key goals of the new Master Plan.

The Working Group's responsibilities will include: working with staff to clarify goals and establish priorities for recodifying and revising the bylaw; providing input to staff on scope of work for consultant; providing one representative on screening committee to hire consultant; working with staff to design the public participation process; providing representation on Residential Study Group and other Study Groups to be determined; working with staff to identify new sources of funding for consultant services, as needed; and recommending changes to the ZBL to the MPIC for approval by the Arlington Redevelopment Board, and Town Meeting.

Membership on the Working Group shall include not more than eleven (11) members: Town Manager or his designee, one member of the Arlington Redevelopment Board, two members of the Master Plan Implementation Committee, one member of the Department of Planning and Community Development, one member of Inspectional Services, one member of the Zoning Board of Appeals, one member of the Conservation Commission, two Town Meeting members appointed by the Town Moderator, and one at-large member to be appointed by the Town Manager, subject to approval of the Board of Selectmen.

Additionally, in response to a resolution of the 2016 Annual Town Meeting, a Residential Study Group is being convened to recommend revisions to the ZBL that address concern for neighbor impacts of new residential construction in established neighborhoods, and in compliance with M.G.L. Chapter 40A and current case law. This Study Group will operate in alignment with a broader effort outlined above to recodify and update the ZBL. The Group will provide regular progress reports to the Zoning Recodification Working Group.

Membership on the Study Group shall include not more than thirteen (13) members: Town Manager or his designee, one member of the Arlington Redevelopment Board, one member of the Department of Planning and Community Development, one member of Inspectional Services, one member of the Zoning Board of Appeals, two Town Meeting members appointed by the Town Moderator, and the following members shall be appointed by the Town Manager, subject to approval of the Board of Selectmen: one Arlington resident from the real estate industry, one Arlington resident from the residential development/ construction industry, and four at-large members.

The criteria for selection are a demonstrated commitment to collaboration, ability to commit to a two-

year effort, ability to meet an average of three times per month, interest or expertise in land use, zoning, residential development/ construction, or real estate, and a demonstrated commitment to public engagement and open communication. In addition, geographic representation across Arlington will be considered.

If you are interested in serving on the Zoning Recodification Working Group or Residential Study Group please mail or email your resume and letter of interest to Town Manager, 730 Massachusetts Ave., Arlington, MA 02476 or [townmanager@town.arlington.ma.us](mailto:townmanager@town.arlington.ma.us) by June 17, 2016.

[Return to full list >>](#)



## **Town of Arlington, Massachusetts**

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### **Request: Common Victualler License**

#### **Summary:**

Nina Trattoria & Pizzeria, 1510 Massachusetts Avenue  
Angelo Carbini

#### **ATTACHMENTS:**

| Type                 | File Name                            | Description        |
|----------------------|--------------------------------------|--------------------|
| ▢ Reference Material | Ref_Mat_7.18.16_Nina_s_Trattoria.pdf | Application packet |

## LICENSE APPLICATION REPORT

Type of License: Common Victualler License

Name of Applicant: Angelo Carbini d/b/a Nina's Trattoria & Pizzeria

Address: 1510 Massachusetts Ave

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police ☒
- Fire ☒
- Health ☒
- Building ☒
- Planning ☒

The following Departments have **objections** to the issuance of said license: (see attached)

- Police ☐
- Fire ☐
- Health ☐
- Building ☐
- Planning ☐

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, **7/13/16**  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 1510 Massachusetts Avenue  
Applicant's Name: Angelo Carbini  
D/B/A: Nina Trattoria & Pizzeria  
Telephone: 617-230-1347  
Department: Sent Via E-mail

Date: 6/14/16

---

**MEETING DATE: JULY 18, 2016**

Inspected By: *Ted Fields, 6.30.2016*

**RE: COMMON VICTUALLER LICENSE**

Police  
Fire  
Board of Health  
Building  
**Planning**

**INSPECTION REPORT SECTION:**

The Applicant proposes to convert an existing 1,508 square foot pizzeria into a casual Italian restaurant serving a wide array of cuisine for consumption on and off the premises from 11:00 a.m. to 10:00 p.m. (Monday through Thursday) and 11:00 a.m. to 10:30 p.m. (Friday and Saturday). There is seating capacity for 19 patrons and no assigned on-street or off-street parking. Up to four (4) staff will be employed. The proposed business is a small enterprise situated in a Neighborhood Office (B1) zone that serves surrounding residential neighborhoods in Arlington Heights.

The Department of Planning and Community Development has no objection to the issuance of a Food Vendor license as requested.

---

**APPLICANT SIGNATURE SECTION:**

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: *Angelo Carbini*

Date: *07-13-2016*

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON – INSPECTION REPORT**

Report is Due at the office of the Board of Selectmen by,  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 1510 Mass. Ave.  
Applicants Name: Angeelo Carbini  
D/B/A: Nina Trattoria & Pizzeria  
Telephone: 617 230-1347 Department: Sent E-mail

Report Filed By: Michael F. Byrne, Director of Inspectional Services  
Vincent Lee, Inspector of Wires  
Kenneth McConnell, Inspector of Plumbing & Gasfitting

Departments:

Re: COMMON VICTUALLER LICENSE

Fire  
Police  
Board of Health  
Building, Wiring, Plumbing

**Building**

All building changes need permits.

All sign changes need approval and sign permit.

Window signs cannot exceed 25% of window or fines will be levied.

Certificate of Occupancy is needed -\$100 fee.

The Director of Inspectional Services has no objection to the issuance/ renewal of this license as the applicant has been made aware of seating capacity and necessity for showing proof of ownership of sidewalk

**Plumbing**

The Inspector of Plumbing and Gasfitting has no objection to the issuance/ renewal of this license.

All plumbing and Gasfitting work requires that the permits be obtained from this office for their respective trades by licensed contractors.

**Electrical**

The Inspector Wires has no objection to the issuance/ renewal of this license.

The applicant acknowledges that this is a conditional approval of the premises only and is not to be constructed as approval by the Inspector of Wires of concealed electrical wiring. Any new wiring must conform to the Mass. Electrical Code. Notify the Inspector of Wires in accordance with Chapter 143, Section 3L.

I have received the above report and knowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicants risk.

Applicant's Name: Angeelo Carbini

Date: 07-13-2016





**Town of Arlington**  
**Department of Health and Human Services**  
**Office of the Board of Health**

27 Maple Street  
Arlington, MA 02476

Tel: (781) 316-3170  
Fax: (781) 316-3175

**MEMO**

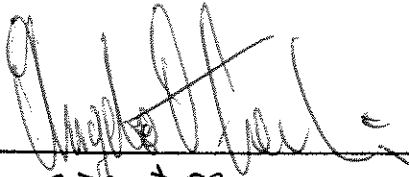
To: Board of Selectmen  
From: Natasha Waden, Health Compliance Officer  
Date: July 7, 2016  
RE: Board of Health Comments for Selectmen's Meeting on July 18, 2016:


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Please accept the following as comments from the Office of the Board of Health:

**Nina Trattoria & Pizzeria- 1510 Mass Ave**  
**Common Viticular License**

- This office is currently reviewing the plan review application that was submitted for Nina Trattoria & Pizzeria. A letter will be sent to the owner outlining the conditions of approval by the end of the week.
- Once the plans have been approved and conditions outlined in the approval letter have been met, this office will conduct a final inspection before a permit to operate a food establishment will be issued.
- It is the owner's/manager's responsibility to ensure that the establishment complies with 105 CMR 590.000 (1999 Food Code)

  
\_\_\_\_\_  
signature

  
\_\_\_\_\_  
date

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by,  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 1510 Massachusetts Avenue  
Applicant's Name: Angelo Carlini  
D/B/A: Nina Trattoria & Pizzeria  
Telephone: 617 230-1347  
Department: Sent Via E-mail

Date: 6/14/14

**MEETING DATE: July 18, 2016**

Inspected By:

**RE: COMMON VICTUALLER LICENSE**

Police  
~~Fire~~  
Board of Health  
Building  
Planning

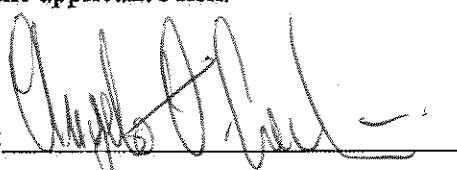
INSPECTION REPORT SECTION:

*see attached*

---

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: 

Date: 07-13-2016



## **Arlington Fire Department Town of Arlington**

Administrative Office  
411 Massachusetts Ave, Arlington, MA 02474  
Phone: (781) 316- 3803 Fax: (781) 316-3808  
Email: [jkelly@town.arlington.ma.us](mailto:jkelly@town.arlington.ma.us)

*John R Kelly  
Deputy Fire Chief*

### **Checklist for mercantile ownership conversion.**

- All exit signs and emergency lights must be tested and in good working order
- FACP must have annual test paperwork on hand and be free of trouble and alarm signals
- All extinguishers must be hung with signs and a current inspection tag
- "K" extinguisher mounted and tagged in the kitchen area if using fat to cook
- All exits and exit paths must be in proper working order and free from storage
- No storage of excess combustibles allowed inside building or near exit ways
- Hoods must have current inspection/cleaning sticker attached
- Kitchen extinguishing systems must have current inspection tags
- Address must be clearly visible from the street
- Electrical panels must be accessible from floor to ceiling for the entire width
- Call for inspection after all has been completed 781-316-3803

# ARLINGTON POLICE DEPARTMENT

**Frederick Ryan**  
Chief of Police



POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900

*Town of Arlington*  
MASSACHUSETTS 02474

June 20, 2016

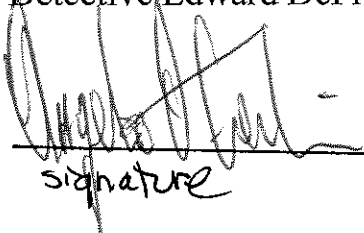
On Monday, June 20, 2016 at 12:50 PM, I called and spoke with Angelo Carbini regarding this application for a Common Victualler License for the Nina Trattoria & Pizzeria, located at 1510 Mass. Ave. Mr. Carbini stated that he would be taking over as owner and running the day to day operations. Mr. Carbini stated that he would most likely be opening in August/September. Mr. Carbini stated that he would not be selling Beer/Wine at this time but maybe applying for it in the future.

I advised Mr. Carbini that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Common Victualler License for the Nina Trattoria & Pizzeria.

Respectfully Submitted,

Detective Edward DeFrancisco

  
signature

07.13.2016  
date

*"Proactive and Proud"*

OFFICE OF THE BOARD OF SELECTMEN

730 Massachusetts Avenue

Town of Arlington

Massachusetts 02476-4908

(781) 316-3020

(781) 316-3029 fax

\$60.00 Filing Fee

APPLICATION

☒ COMMON VICTUALLER LICENSE

☐ FOOD VENDOR LICENSE (Take Out Only)

You must complete an application packet from the Board of Health Department located at 27 Maple St.

You must have the completed application reviewed by the Inspections Department located at 51 Grove St. before filing this application with this office

Location 1510 MASSACHUSETTS AVE, ARLINGTON, MA

Name of Applicant ANGELO CARBINI

Corporate Name (if applicable) \_\_\_\_\_

D/B/A NINA TRATTORIA & PIZZERIA

Date \_\_\_\_\_

I/We hereby agree to conform in all respects to the conditions governing such License as printed in the By-Laws of the Town, and such other rules and regulations as the Selectmen may establish. With the signing of this application, the applicant acknowledges that:

(A) it is understood that the Board is not required to grant the license.

(B) no work is to commence at the premises of the proposed location which is the subject matter of this application until the license is approved by the Board of Selectmen, and, furthermore, any work done is done at the applicant's risk, and

(C) in the event of a proposed sale of a business requiring a Common Victualler License, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Board of Selectmen a thirty day notice of his intention to sell same before such application will be acted upon by the Selectmen.

(D) that the license is subject to revocation if the holder of the license does not comply with Town By-Laws or the Rules and Regulations of the Board.

Signature Name Angelo Carbin

Signature Name \_\_\_\_\_

Phone: 617-230-1347 Email: ANGELOCARBINI@GMAIL.COM

Note: (A) If a corporation, state full names and addresses of principal officers.

(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

|  |                                      |
|--|--------------------------------------|
| Name <u>ANGELO CARBONI</u>   | Name _____                           |
| Address <u>131 SUNNYSIDE AVE</u>                                   | Address _____                        |
| City <u>ARLINGTON</u> Zip <u>02474</u>                             | City _____ Zip _____                 |
| DESCRIPTION OF APPLICANT   | DESCRIPTION OF APPLICANT             |
| Born in the U.S., Yes _____ No <input checked="" type="checkbox"/> | Born in the U.S., Yes _____ No _____ |
| Born Where <u>ITALY</u>  | Born Where _____                     |
| Date of Naturalization <u>[REDACTED]</u>                           | Date of Naturalization _____         |
| Male or Female <u>MALE</u>   | Male or Female _____                 |
| Date of birth <u>[REDACTED]</u>                                    | Date of birth _____                  |
| Height <u>5</u> ft. <u>9</u> in.                                   | Height _____ ft. _____ in.           |
| Weight <u>175</u>  | Weight _____                         |
| Complexion <u>WHITE</u>  | Complexion _____                     |
| Hair <u>BLACK</u> Eyes <u>GREEN</u>                                | Hair _____ Eyes _____                |
| Mother's Name <u>ANNA</u>  | Mother's Name _____                  |
| Father's Name <u>GIOVANNI</u>                                      | Father's Name _____                  |
| Wife's Maiden Name _____   | Wife's Maiden Name _____             |
| Photo 1 inch by 1 inch   |                                      |



The Establishment shall operate as:

☒ Sole Ownership ☐ Partnership ☐ Total Number of Partners ☐ Corporation Based in \_\_\_\_\_  
(Once approved, please go to Clerk's Office for Business Certificate)

Corporate Information Required:

|                 |         |     |
|-----------------|---------|-----|
| President _____ |         |     |
| Secretary _____ |         |     |
| Treasurer _____ |         |     |
| Name            | Address | Zip |

INFORMATION RELATIVE TO APPLICATION

Breakfast \_\_\_\_\_

Yes \_\_\_ No \_\_\_

Lunch \_\_\_\_\_

Yes ☒ No \_\_\_

Dinner \_\_\_\_\_

Yes ☒ No \_\_\_

Do you own the property? Yes \_\_\_ No ☒ Tenant At Will \_\_\_\_\_ Lease 10 years

Hours of Operation:

Day MON - ~~WED~~ THU Hours 11 AM - 10 PM

Day FRI - SAT Hours 11 AM - 10:30 PM

Day \_\_\_\_\_ Hours \_\_\_\_\_

Floor Space 1508 Sq. Ft. Seating Capacity (if any) 19

Parking Capacity (if any) \_\_\_\_\_ spaces Number of Employees 4

List Cooking Facilities (and implements)

\_\_\_\_\_

\_\_\_\_\_

Will a food scale be in use for sale of items to the public? Yes \_\_\_ No ☒

Will catering services be provided by you? Yes ☒ No \_\_\_

*A copy of the following items must be submitted with the application:*

- ✓ 1. Layout Plan of Facility & Fixtures
2. Site Plan (obtained at Bldg. Dept., 51 Grove St.)
- ✓ 3. Outside Facade and Sign Plan (dimensions, color)
- ✓ 4. Menu
- ✓ 5. Maintenance Program

If the facilities are not yet completed, provide estimated cost of work to be done \$ \_\_\_\_\_

FOR OFFICE USE ONLY

Scheduled Hearing when Application will be presented to Board of Selectmen for approval:

Date \_\_\_\_\_ Time \_\_\_\_\_

Board Action: Approved Yes \_\_\_ No ☒



## APPLICANT'S RESUME

### Food Business Experience of Applicant

From JUNE 2005 to PRESENT  
 Employee FLORENTINE CAFE D/B/A \_\_\_\_\_  
 Sole Owner \_\_\_\_\_ Location BOSTON, MA  
 Partnership \_\_\_\_\_ Type Food ITALIAN  
 Corporation \_\_\_\_\_ Number of Employees \_\_\_\_\_  
STILL EMPLOYED HERE

From \_\_\_\_\_ to \_\_\_\_\_  
 Employee \_\_\_\_\_ D/B/A \_\_\_\_\_  
 Sole Owner \_\_\_\_\_ Location \_\_\_\_\_  
 Partnership \_\_\_\_\_ Type Food \_\_\_\_\_  
 Corporation \_\_\_\_\_ Number of Employees \_\_\_\_\_

List any other information that you feel will assist in the review of this application.

### REFERENCES

Bank OF AMERICA Type Account Personal ☒ Business \_\_\_\_\_  
 Address 655 MASS AVE 02476 Phone \_\_\_\_\_  
 Account Number \_\_\_\_\_ Contact \_\_\_\_\_  
 Personal Reference GINO DELUCA  
 Address 333 HANOVER ST Phone 617.227.1777  
 Prior Employer FLORENTINE CAFE  
 Address 333 HANOVER ST BOSTON Phone 617 228 1777  
 Number of years employed 11 From JUNE 2005 To PRESENT  
 Contact \_\_\_\_\_ Position Held WAITER  
 Other \_\_\_\_\_

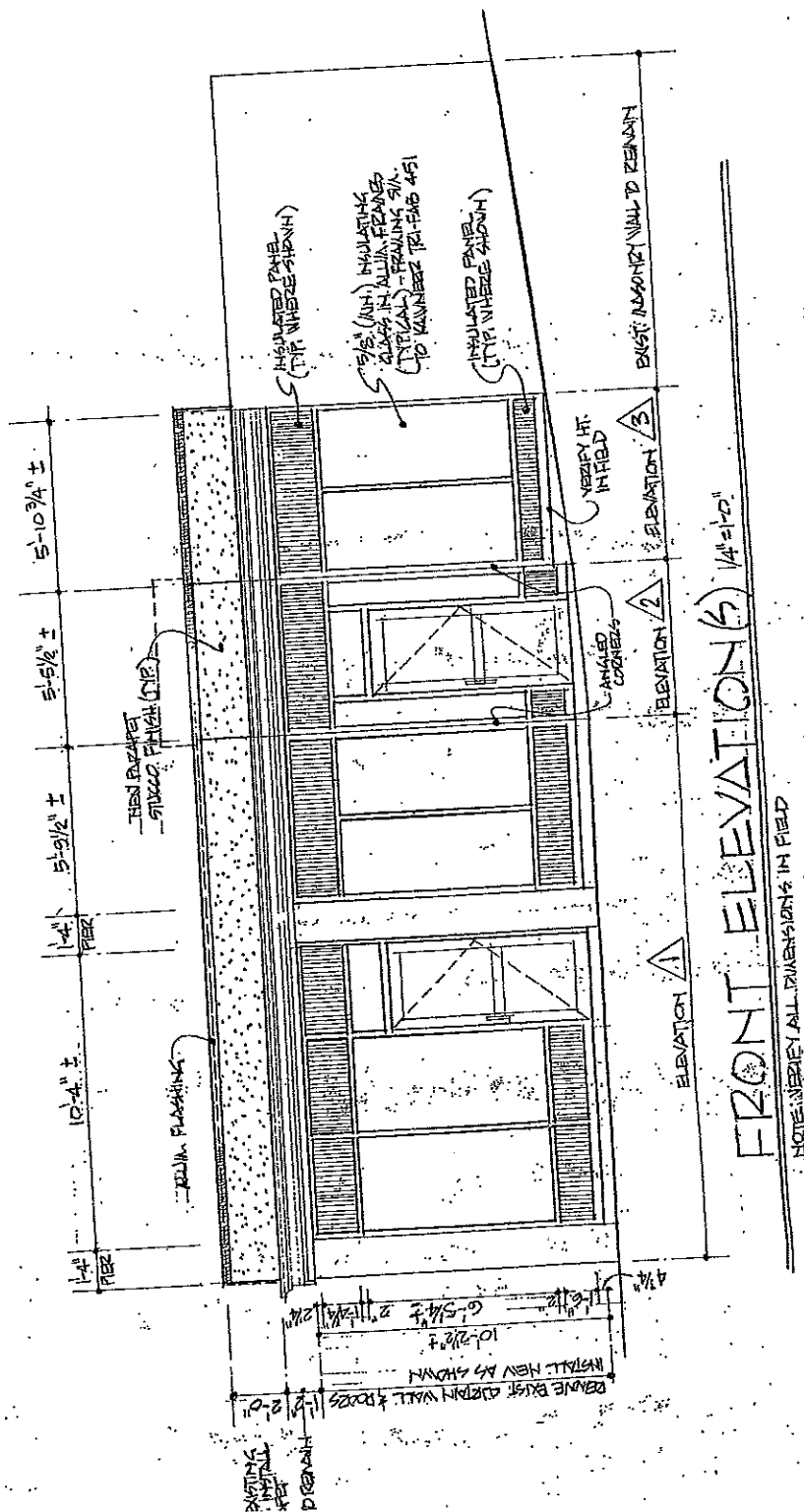
Name

Address

- [illegible]

FLOOR PLAN  $1/4" = 1'-0"$

|     |                             |
|-----|-----------------------------|
| 1.  | DOUBLE 5'-0" PIZZA OVENS A  |
| 2.  | 9'-6" W/ TABLE W/ SHELVES A |
| 3.  | 4'-0" SHOWCASE              |
| 4.  | 5'-0" COUNTER               |
| 5.  | 5'-0" SALAD UNIT            |
| 6.  | HAND SINK                   |
| 7.  | 1'-6" TABLE                 |
| 8.  | 2'-0" CHARCOAL GRILLE       |
| 9.  | 3'-0" FLAT GRILLE           |
| 10. | 2'-0" FRYOLATORS            |
| 11. | 8'-0" HOOD W/ ANSAL SYSTI   |
| 12. | 4'-0" TABLE                 |
| 13. | 5'-0" FREEZER W/ SHELVES A  |
| 14. | 5'-0" FREEZER W/ SHELVES A  |
| 15. | REFRIGERATOR                |
| 16. | FREEZER                     |
| 17. | 5'-0" PIZZA PREP SALAD UNIT |
| 18. | REFRIGERATOR                |
| 19. | 2'-0" TABLE                 |
| 20. | 5'-0" SALAD UNIT W/ SHELF   |
| 21. | COKE MACHINE                |
| 22. | TRASH RECEPTACLE            |
| 23. | MOP SINK                    |
| 24. | HOT WATER HEATER            |
| 25. | SALAD SINK                  |
| 26. | 7'-0" 3 BOWL POT SINK W/    |
| 27. | & WALL HUNG DRAIN BOARD     |
| 28. | ROLLER                      |
| 29. | 10'-0" COUNTER W/ SHELV     |
| 30. | 7'-0" X 7'-0" WALK-IN       |
| 31. | MIXER                       |
| 32. | 3'-0" SLICER TABLE & SUIC   |
| 33. | 2'-0" TABLE                 |
| 34. | GAS METER                   |
| 35. | ELECTRIC METER              |



NINA TRATTORIA e Pizzeria, 1510 MASS. AVE

## MAINTENANCE PLAN

### DAILY

CLEAN COUNTERS AND TABLES;  
CLEAN REFRIGERATORS AND KITCHEN EQUIPMENT;  
CLEAN COOKING AREA;  
WASH UTENSILS, PANS, POTS AND DISHES;  
SWEEP AND WASH FLOORS;  
CLEAN BATHROOMS;  
WASH WINDOWS;

### WEEKLY:

DUMPSTER: COLLECTED BY REPUBLIC WASTE CO.

### MONTHLY:

CLEAN GREASE TRAPS

### QUARTERLY

CLEAN HOODS AND DUCTS



angelo carbini <angelocarbini@gmail.com>

---

**(no subject)**

1 message

---

**Angelocarbini** <angelocarbini@gmail.com>  
To: angelocarbini@gmail.com

Thu, Jun 9, 2016 at 12:21 PM

Nina

Trattoria & Pizzeria

Tel: # 781-646-9100

1510 Massachusetts Avenue

Arlington MA 02474

Antipasti

Antipasto assortito della casa:

Mozzarella , pecorino cheese, prosciutto di Parma, marinated vegetables.

\*Fregola Golfo Aranci:

Sardinian couscous, P.E.I mussels, clams, tomatoes, saffron, garlic white wine .

\*Cozze a piacere:

P.E.I mussels , garlic , cherry tomatoes (spicy) or in garlic white wine sauce.

Melanzana alla Parmigiana :

Eggplant , baked with tomato , mozzarella, parmesan cheese.

Prosciutto di Parma e pera :

Prosciutto, honey roasted pear, mascarpone mousse.

Prosciutto di Parma e melone:

Prosciutto , cantaloupe melon ,honey meyer lemon dressing .

\*Mozzarella in carrozza:

Fried mozzarella , marinara sauce, fresh basil.

Burrata:

Fresh creamy mozzarella , grilled tomato , oregano ,basil oil ,Modena balsamic .

\*. \*Broccoli rabe e salciccia:

Italian sausage , golden raisins,garlic ,evoo, pine nuts .

Radicchio alla veneziana :

grilled radicchio, shaved grana padano, Modena balsamic .

\*Gamberi Mediterraneo:

Grilled tiger shrimp , feta cheese, fresh mint lime sauce.

- \*Carpaccio di manzo :

thinly sliced raw beef tenderloin,roasted peppers salsa mushroom white truffle oil ,Grissini.

- \*Calamari fritti :

Fried calamari , lemon, banana peppers, tartar sauce.

- \*Calamari al tegamino:

Sautéed calamari in a garlic, evoo, white wine ,chilly pepper , cherry tomatoes, served with crostini bread.

Arancini:

(Two )Arborio rice ball , stuffed with meat sauce ,peas and mozzarella .

Bruschetta :

Toasted italian bread , fresh tomatoes , mozzarella, garlic basil evoo infusion.

Insalate

Salads

\*Caesar:

Organic romaine lettuce, caesar dressing, croutons, anchovies .

Add grilled chicken,prosciutto,grilled shrimp.

Mista di campo:

organic field greens, cherry tomatoes, grana padano, evoo, Modena balsamic .

Rucola di campo:

Organic Baby arugola, honey roasted pear, blueberry , honey roasted walnuts, gorgonzola, berries vinaigrette .

Mare:

Seafood

salad,shrimp,calamari,lobster,mussels,seaweed ,sea salt ,citrus dressing.

Insalata caprese:

Fresh tomatoes ,fresh mozzarella , basil ,origano, sea salt, evoo basil infusion.

Scoglio :

\*Grilled Shrimp, calamari,lobster,baby arugula salad, evoo, fresh lemon.

Zuppe

Soup

Pasta e fagioli :

Pasta,Tuscan beans ,dill,chicken broth, crispy pancetta .

Minestrone:

Classic Italian soup all vegetarian .

Pasta

Spaghetti aglio olio e pepperoncino:

Spaghetti tossed with sautéed garlic olive oil , parsley and chilly peppers.

Spaghetti al pomodoro :

Fresh tomatoes, garlic, evoo, basil, parmesan cheese.

\*Spaghetti alla carbonara :

Pancetta,egg yolks,Parmesan cheese and black pepper.

Linguine al pesto:

Linguine with fresh basil ,garlic, evoo, pine nuts ,and pecorino cheese.

Gnocchi di patate al pomodoro : (Home made)

Fresh tomato,eggplant,garlic,smoked mozzarella and parmesan cheese,basil .

Ravioli ricotta : ( home made)

Cheese ravioli,fresh tomatoes,garlic,evoo,basil,parmesan cheese.

Ravioli di spinaci: (home made)

Spinach ,ricotta cheese ravioli in a creamy spinach sauce.

Ravioli di zucca: ( home made)



Butternut squash ravioli ,pancetta, brown butter sage sauce, shaved parmesan.

Ravioli all'astice: (home made)

Lobster ravioli, shallots ,black truffle ,chives ,vodka cream sauce.

Tortelloni ai porcini:

Tortelloni porcini,mascarpone,smoked mozzarella,brandy cream sauce.

Tagliatelle alla bolognese :

Tagliatelle pasta in savory ragu'meat sauce , veal , pork and beef .

Lasagne alla bolognese:

Lasagna in a bolognese sauce, ricotta , mozzarella ,parmesan and bechamel.

Penne alla puttanesca :

Penne tossed in garlic ,onion,capers, olives,anchovies, white wine tomato sauce.

Penne alla boscaiola:

Penne , porcini mushrooms , pancetta , peas , tomato and mascarpone cheese.

- \*Tagliolini al nero di seppia:
- Black squid ink pasta ,calamari ,lobster meat , prosecco shallots cream sauce.

Spaghetti Alla bottarga :

Fresh clams , Sardinian bottarga( roe of mullet),saffron , garlic,parsley evoo.

Risotto

Risotto ai porcini:

Italian arborio rice, shallots , prosecco wine, vegetable broth , porcini mushroom, shaved parmesan cheese, white truffle oil.

\*

\*Risotto del marinaio:

Italian arborio rice, garlic , shallots, prosecco wine, saffron, seafood broth, little neck clams , P.E.I mussels, diver scallops, tiger shrimp, Maine lobster meat.

Pesce e Frutti di Mare

Seafood

•

\*Zuppa di pesce :

Lobster, calamari, mussels, clams, stewed in white wine, light spicy tomato broth , served with garlic crostini.

\*Pescato di giornata ai ferri: (Catch of the day grilled) \$ Market price

Carne

Meat

•

\*Pollo al mattone:

Half organic chicken, marinated in wine ,lime ,garlic and herbs, grilled under terra cotta brick, served with roasted potatoes and balsamic carrots.

•

\*Cotoletta di pollo alla parmigiana :

Chicken breast dipped in egg ,breaded and pan fried ,tomato sauce , fresh mozzarella, served with penne.

\*Cotoletta di vitello alla parmigiana :

Veal cutlet , (same preparation as above).

- \*Vitello saltinbocca :

Veal cutlet ,pan seared in butter wine sauce topped with prosciutto and sage, served with garlic spinach.

- \*Tagliata di manzo:

Beef medallions seared,arugula , shaved grana padana, home fries.

- \*Filetto di manzo al pepe verde:

Beef tenderloin ,green peppercorn ,cognac,cream sauce,mushed potatoes , garlic spinach.

- \*Sella di agnello al Chianti:

Rack of lamb grilled ,served with mushed potatoes and grilled asparagus , roasted sage and garlic , chianti reduction.

- \*Filetto di maiale pepato:

Blackened Pork tenderloin wrapped with pancetta , pan seared , pomegranate reduction shallots wine sauce, string beans and balsamic caramelized carrots.

## Pizza

Formaggio:

Cheese pizza.

Margherita:

Tomato , organum fresh mozzarella, basil .

\*Pescatore:

Canned tuna,anchovies,calamari,peppers,black olives.

Quattro stagioni:

Tomato pulp , mushroom ,artichoke ,mozzarella , black olives.

Bianca :

Mozzarella , goat cheese , caramelized onions,mushroom , ham, truffle oil.

Capricciosa:

Mozzarella ,tomato, mushroom ,ham ,olives , chilly peppers.

Acciughe:

Mozzarella , tomato , anchovies .

Siciliana:

Mozzarella , tomato, roasted eggplant , tuna ,arugula .

Ortolana:

Sweet Italian sausage,mozzarella,broccoli rabe,cherry tomatoes .

Calzone:

Any of the above pizza .

Panini

Caprese:

Tomato ,mozzarella , basil pesto .

Tonno:

Tuna , spinach, cucumber ,red onions ,jalapeño ,black olives , evoo.

\*. \*Pollo:

Grilled chicken breast , mayonnaise , tomatoes .

Italiano :

Salami , mortadella ,prosciutto ,provolone ,tomatoes,romaine lettuce ,oil vinegar.

Pollo parmigiana :

\*Chicken parm.

\*Vitello parmigiana :

Veal parm.

Contorni

Side orders

Purea di patate:

Garlic mashed potatoes.

Patate fritte :

French fries.

Asparagi alla griglia:

Grilled asparagus .

Broccoli rabe :

Broccoli rabe , garlic olive oil.

Carote all aceto balsamico:

Carrots glazed with balsamic vinegar.

Fagiolini verdi:

String beans,pancetta and roasted almonds.

Cannellini:

White Tuscan beans ,pancetta ,caramelized onions.

Dolci

Desserts

• \*Tiramisu':

Sponge cake ,mascarpone cheese , espresso coffe ,cocoa and liqueur.

Affogato :

White chocolate ice cream and espresso shot.

Cannoli :

Pastry shell filled with ricotta, and candy fruit.

Gelato:

White or dark chocolate , coffee , pistachio ,vanilla, or strawberry.(3 scoops)

Sorbetto:

Lemon , mango,orange.

Cantucci:

Almond biscotti and vinsanto.

Prices do not include Massachusetts meal tax.

Prices are subject to change without notice.

Consumer advisory warning for raw foods:

\*These items may be served raw or undercooked .Consuming raw or undercooked meats,poultry , fish ,shellfish or eggs may increase your risk of food borne illness .

Before placing your order, please inform your server if a person in your party has a food allergy.

Sent from my iPad

[Click here to enable d](#)

Gmail

COMPOSE

(no subject)

Inbox x

Inbox (60)

Starred

Important

Sent Mail

Drafts (6)

Circles

[Gmail]



angelo

Angelocarbini <angelocarbini@gmail.com>  
to me

Nina

Trattoria & Pizzeria

Tel: # 781-646-9100

1510 Massachusetts Avenue

Arlington MA 02474

Antipasti

Antipasto assortito della casa:

Mozzarella , pecorino cheese, prosciutto di Parma, marinated vegetable

No recent chats

Start a new one

\*Fregola Golfo Aranci:

Sardinian couscous, P.E.I mussels, clams, tomatoes, saffron, garlic white wine



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Sardinian couscous, P.E.I mussels, clams, tomatoes, saffron, garlic white wine



## **Town of Arlington, Massachusetts**

---

### **Request: Food Vendor License**

#### **Summary:**

The Local Fare, 2 Lake Street  
Caroline Huffstetler/ Michelle Wax/ Rita Ng

#### **ATTACHMENTS:**

| Type                 | File Name                          | Description        |
|----------------------|------------------------------------|--------------------|
| ▢ Reference Material | Ref_Mat_7.18.16_The_Local_Fare.pdf | application packet |

## LICENSE APPLICATION REPORT

Type of License      Food Vendor

Name of Applicant:    Caroline Huffstetler/Michelle Wax/Rita Ng   d/b/a   The Local Fare

Address:                2 Lake Street

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police        x
- Fire          x
- Health       x
- Building     x
- Planning     x

The following Departments have **objections** to the issuance of said license: (see attached)

- Police      \_\_\_\_\_
- Fire        \_\_\_\_\_
- Health     \_\_\_\_\_
- Building   \_\_\_\_\_
- Planning   \_\_\_\_\_



Town of Arlington  
Department of Health and Human Services  
Office of the Board of Health

27 Maple Street  
Arlington, MA 02476

Tel: (781) 316-3170  
Fax: (781) 316-3175

MEMO

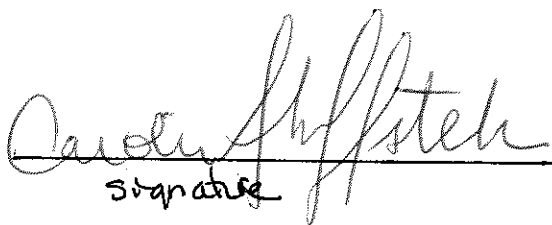
To: Board of Selectmen  
From: Natasha Waden, Health Compliance Officer  
Date: July 7, 2016  
RE: Board of Health Comments for Selectmen's Meeting on July 18, 2016:

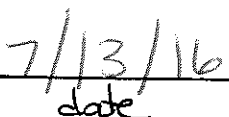
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Please accept the following as comments from the Office of the Board of Health:

**Local Fare- 2 Lake Street  
Food Vendor License**

- *This establishment is currently in the plan review process.*
- *The plans submitted have been approved and the applicant is in the process of complying with the conditions outlined in the plan approval letter dated July 8, 2016.*
- *Upon successful pre-operational inspection, this Office will issue a permit to operate a food establishment to the applicants.*

  
signature

  
date

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, **7/13/16**  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 2 Lake St.  
Applicant's Name: Caroline Huffstetler/Michelle Wax/Rita Ng  
D/B/A: The Local Fare  
Telephone: 617 233 2562 (Caroline Huffstetler)  
Department: Sent Via E-mail Date: 6/23/16

---

**MEETING DATE: JULY 18, 2016**

Inspected By: *Ted Fields, 6.30.2016*

**RE: FOOD VENDOR LICENSE**

Police  
Fire  
Board of Health  
Building  
**Planning**

**INSPECTION REPORT SECTION:**

The business proposed for this site is the conversion of an existing 850 square foot cake store into a juice bar serving bottled and fresh smoothies, juices and pre-packaged snacks for consumption off the premises every day from 8:00 a.m. to 3:00 p.m. (Monday through Sunday). There is no seating capacity and no assigned on-street or off-street parking spaces. It is a small enterprise situated in a Village Business (B3) zone that serves the Capitol Square business district and adjacent residential neighborhoods. It is a specialized eatery that complements other businesses in the immediate area which don't offer specialized juices or mixed smoothies.

The Department of Planning and Community Development has no objection to the issuance of a Food Vendor license as requested.

---

**APPLICANT SIGNATURE SECTION:**

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: *Caroline Huff*

Date: *7/13/16*

ARLINGTON POLICE DEPARTMENT

**Frederick Ryan**  
Chief of Police



POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900

***Town of Arlington***  
MASSACHUSETTS 02474

July 8, 2016

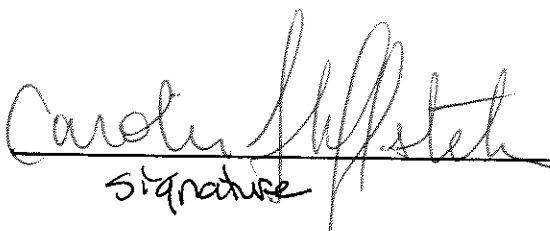
On Friday, July 08, 2016 at 2:30 PM, I called and spoke with Caroline Huffstetler regarding this application for a Food Vendor License for the Local Fare, located at 2 Lake St. Ms. Huffstetler stated that she plans on opening the store ASAP after the Town Hall Meeting date in July. Ms. Huffstetler stated that she will be the owner as well as running the day to day operations and there will be no inside seating.

I advised Ms. Huffstetler that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Food Vendor License for the Local Fare.

Respectfully Submitted,

Detective Edward DeFrancisco

  
signature

7/13/16  
date

***"Proactive and Proud"***

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON – INSPECTION REPORT**

Report is due at the office of the Board of Selectmen by, July 13, 2016  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 2 Lake Street  
Applicants Name: Caroline Huffstetler/Michelle Wax/Rita Ng  
D/B/A: The Local Fare  
Telephone: 617 233 2562 (Caroline Huffstetlar)  
Department: Sent E-mail

Date: 6/23/2016

**MEETING DATE: JUNE 18, 2016**

Inspected By:

**RE: FOOD VENDOR LICENSE**

Police  
Fire  
Board of Health  
~~Building, Wiring, Plumbing~~  
Planning

**INSPECTION REPORT SECTION:**

**Building**

All building changes need permits.  
All sign changes need approval and sign permit.  
Window signs cannot exceed 25% of window or fines will be levied.  
Certificate of Occupancy is needed - \$100 fee.  
The Director of Inspectional Services has no objection to the issuance/ renewal of this license as the applicant has been made aware of seating capacity and necessity for showing proof of ownership of sidewalk

**Plumbing**

The Inspector of Plumbing and Gasfitting has no objection to the issuance/ renewal of this license.  
All plumbing and Gasfitting work requires that the permits be obtained from this office for their respective trades by licensed contractors.

**Electrical**

The Inspector Wires has no objection to the issuance/ renewal of this license.  
The applicant acknowledges that this is a conditional approval of the premises only and is not to be constructed as approval by the Inspector of Wires of concealed electrical wiring. Any new wiring must conform to the Mass. Electrical Code. Notify the Inspector of Wires in accordance with Chapter 143, Section 31.

**APPLICANT SIGNATURE SECTION:**

I have received the above report and knowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicants risk.

Applicant's Name: Caroline Huffstetler  
Date: 7/13/16

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, 7/13/16  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 2 Lake St.  
Applicant's Name: Caroline Huffstetler/Michelle Wax/Rita Ng  
D/B/A: The Local Fare  
Telephone: 617 233 2562 (Caroline Huffstetler)  
Department: Sent Via E-mail Date: 6/23/16

---

**MEETING DATE: JULY 18, 2016**

Inspected By:

**RE: FOOD VENDOR LICENSE**

~~Police~~

Fire

Board of Health

Building

Planning

INSPECTION REPORT SECTION:

---

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: Caroline Huffstetler

Date: 7/13/16





## **Arlington Fire Department Town of Arlington**

Administrative Office  
411 Massachusetts Ave, Arlington, MA 02474  
Phone: (781) 316-3803 Fax: (781) 316-3808  
Email: [jkelly@town.arlington.ma.us](mailto:jkelly@town.arlington.ma.us)

*John R Kelly  
Deputy Fire Chief*

### **Checklist for mercantile ownership conversion.**

- All exit signs and emergency lights must be tested and in good working order
- FACP must have annual test paperwork on hand and be free of trouble and alarm signals
- All extinguishers must be hung with signs and a current inspection tag
- "K" extinguisher mounted and tagged in the kitchen area if using fat to cook
- All exits and exit paths must be in proper working order and free from storage
- No storage of excess combustibles allowed inside building or near exit ways
- Hoods must have current inspection/cleaning sticker attached
- Kitchen extinguishing systems must have current inspection tags
- Address must be clearly visible from the street
- Electrical panels must be accessible from floor to ceiling for the entire width
- Call for inspection after all has been completed 781-316-3803

OFFICE OF THE BOARD OF SELECTMEN

730 Massachusetts Avenue  
Town of Arlington  
Massachusetts 02476-4908

(781) 316-3020  
(781) 316-3029 fax

\$60.00 Filing Fee

APPLICATION

☐ COMMON VICTUALLER LICENSE

☒ FOOD VENDOR LICENSE (Take Out Only)

You must complete an application packet from the Board of Health Department located at 27 Maple St.

You must have the completed application reviewed by the Inspections Department located at 51 Grove St. before filing this application with this office

Location 2 Lake Street ARLINGTON MA

Name of Applicant CAROLINE HUFFSTETTER / Michelle Wax / Rita Ng

Corporate Name (if applicable) The Local Fare

D/B/A \_\_\_\_\_

Date 06/21/16

I/We hereby agree to conform in all respects to the conditions governing such License as printed in the By-Laws of the Town, and such other rules and regulations as the Selectmen may establish. With the signing of this application, the applicant acknowledges that:

(A) it is understood that the Board is not required to grant the license.

(B) no work is to commence at the premises of the proposed location which is the subject matter of this application until the license is approved by the Board of Selectmen, and, furthermore, any work done is done at the applicant's risk, and

(C) in the event of a proposed sale of a business requiring a Common Victualler License, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Board of Selectmen a thirty day notice of his intention to sell same before such application will be acted upon by the Selectmen.

(D) that the license is subject to revocation if the holder of the license does not comply with Town By-Laws or the Rules and Regulations of the Board.

Signature Name Caroline Huffstetter

Signature Name [Signature]

Phone: 617-233-2562 Email: info@nutty-life.com  
(Caroline)

Note: (A) If a corporation, state full names and addresses of principal officers. LLC  
(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

|   |   |
|---|---|
| Name <u>Caroline Huffstetter</u>  | Name <u>Michelle Wax</u>  |
| Address <u>399 Washington St #1</u>   | Address <u>88 Elm Street</u>  |
| City <u>Somerville MA</u> Zip <u>02143</u>  | City <u>Somerville MA</u> Zip <u>02144</u>  |
| DESCRIPTION OF APPLICANT  | DESCRIPTION OF APPLICANT  |
| Born in the U.S., Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Born in the U.S., Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Born Where <u>Washington DC</u>   | Born Where <u>Utica NY</u>  |
| Date of Naturalization <u>n/a</u>   | Date of Naturalization <u>n/a</u>   |
| Male or Female <u>female</u>  | Male or Female <u>female</u>  |
| Date of birth <u>[REDACTED]</u>   | Date of birth <u>[REDACTED]</u>   |
| Height <u>5</u> ft. <u>5</u> in.  | Height <u>5</u> ft. <u>8</u> in.  |
| Weight <u>120</u>   | Weight <u>135</u>   |
| Complexion <u>caucasian</u>   | Complexion <u>caucasian</u>   |
| Hair <u>blond/brown</u> Eyes <u>blue</u>  | Hair <u>brown</u> Eyes <u>blue</u>  |
| Mother's Name <u>Mary Beth Keil Huffstetter</u>                                       | Mother's Name <u>Beverly Szafek Wax</u>   |
| Father's Name <u>Michael Roy Huffstetter</u>  | Father's Name <u>Kenneth Wax</u>  |
| Wife's Maiden Name <u>n/a</u>   | Wife's Maiden Name <u>n/a</u>   |
| Photo <u>1 inch by 1 inch</u>   |   |

Rita's info submitted electronically  
photos are attached to application

The Establishment shall operate as:

☐ Sole Ownership ☐ Partnership ☐ Total Number of Partners ☒ Corporation Based in MA LLC  
(Once approved, please go to Clerk's Office for Business Certificate)

Corporate Information Required:

|           |  |                              |                      |
|-----------|--|------------------------------|----------------------|
| President | <u>Caroline Huffstetter</u>                    | <u>399 Washington St. #1</u> | <u>Somerville MA</u> |
| Secretary | <u>Michelle Wax</u>                            | <u>88 Elm Street</u>         | <u>Somerville MA</u> |
| Treasurer | <u>Rita Ng - info submitted electronically</u> |                              | <u>02144</u>         |
|           | Name   | Address                      | Zip                  |

co-pres  
co-pres

**This is application for Food Vendor License (take-out only)**

Address: 2 Lake St, Arlington MA 02474

Since the form does not have room for the 3<sup>rd</sup> applicant, attached is the info for the 3<sup>rd</sup> applicant (pic from driver license attached).

**Principal officer info:**

Name: Rita Ng

Address: 71 Brackett Street #6 Quincy, MA 02169

Gender: Female

Phone: 203-243-0699

Email: bostonbonbon@gmail.com

[REDACTED]

Do you speak English? Yes

**Food Business Experience:**

Name of Business: Boston Bonbon

Address: 71 Brackett Street #6, Quincy, MA 02169

Type of Food Establishment: Bakery

Title: Founder

Are you still employed here? Yes

**Bank details:**

Name: Bank of America

Address: 1400 Hancock Street, Quincy, MA 02169

Bank Account type: Business

Phone Number: 617-689-1055

Loan amount: N/A

**Reference information:**

Personal Reference Name: Kevin Lee

Address: 1360 Washington St, Braintree 02184

Phone: 781-983-0718

Relationship: Friend

**Professional Reference Name:** Jason Raffi

Address: 364 Tappan St #1, Brookline, MA 02445

Phone: 508-740-5171

Relationship: Previous co-worker

Signature: (first and last name below to constitute digital signature)

Rita Ng

-----

**Michelle Wax information****Food Business Experience:**

Name of Business: Kitchen Millie

Address: 88 Elm Street Somerville, MA 02144

Type of Food Establishment: Bakery

Title: Founder

Are you still employed here? Yes

**Bank details:**

Name: Citizens Bank

Address: 212 Elm Street Somerville, MA 02144

Bank Account type: Personal

Phone Number: (617) 629-3898

Loan amount: N/A

**Reference information:**

Personal Reference Name: Justin Wax

Address: 190 Holland Street Somerville, MA

Phone: 508-631-8400

Relationship: Brother

Professional Reference Name: Andrew Boch

Address: 1 Federal Street Boston, MA

Phone: 855-538-3542

Relationship: Previous manager

# INFORMATION RELATIVE TO APPLICATION

Breakfast  
Yes ☒ No ☐

smoothies (bottled at first; served to go / fresh down Road)

Lunch  
Yes ☐ No ☒

no actual meals being served - mostly prepackaged goods

Dinner  
Yes ☐ No ☒

Do you own the property? Yes ☐ No ☒ Tenant At Will ☐ Lease ☐ 1 years (with option to renew for 5)

Hours of Operation:

Day Monday - Sunday Hours 8am - 3pm

Day                      Hours                     

Day                      Hours                     

Floor Space 850 Sq. Ft. Seating Capacity (if any) 0

Parking Capacity (if any) 0 spaces Number of Employees 3 (owners)

List Cooking Facilities (and implements)  
mixers + ovens  
vitamix blender

Will a food scale be in use for sale of items to the public? Yes ☐ No ☒

Will catering services be provided by you? Yes ☐ No ☒

A copy of the following items must be submitted with the application:

1. Layout Plan of Facility & Fixtures - attached
2. Site Plan (obtained at Bldg. Dept., 51 Grove St.) \* - attached
3. Outside Facade and Sign Plan (dimensions, color) - attached
4. Menu - attached
5. Maintenance Program - attached

If the facilities are not yet completed, provide estimated cost of work to be done \$                      - only equipment to be purchased and installed - w/ changes to actual building space

FOR OFFICE USE ONLY

Scheduled Hearing when Application will be presented to Board of Selectmen for approval:

Date                      Time                     

Board Action: Approved Yes ☐ No ☐

# APPLICANT'S RESUME

## Food Business Experience of Applicant

From summers 2008 + 2009  
 Employee ☒ D/B/A Potbelly  
 Sole Owner ☐ Location Bethesda MD  
 Partnership ☐ Type Food sandwiches + salads  
 Corporation ☒ Number of Employees > 100 (fast food)

From September 2015 to present  
 Employee ☐ D/B/A Nutty Life  
 Sole Owner ☒ Location Somerville MA  
 Partnership ☐ Type Food nut-based beverages  
 Corporation LLC Number of Employees 1 and snacks

List any other information that you feel will assist in the review of this application.

We are so excited to open in Arlington!!

## REFERENCES

Bank Bank of America Type Account Personal ☒ Business ☒  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Account Number \_\_\_\_\_ Contact \_\_\_\_\_  
 Personal Reference Fred Scherneck, Caroline  
 Address 245 Lee Street Beverly MA Phone 617-212-4095  
 Prior Employer PA Scherneck Property Services  
 Address 283 2nd Ave Waltham MA Phone 617-212-4036  
 Number of years employed 3 From June 2010 To June 2013  
 Contact Fred Scherneck Position Field executive assistant to CEO  
 Other previous employer

Merrill Lynch David Wyman 203-451-1031



Michelle Wax



Caroline Huffstetter



Rita Ng



Site Plan

AVENUE

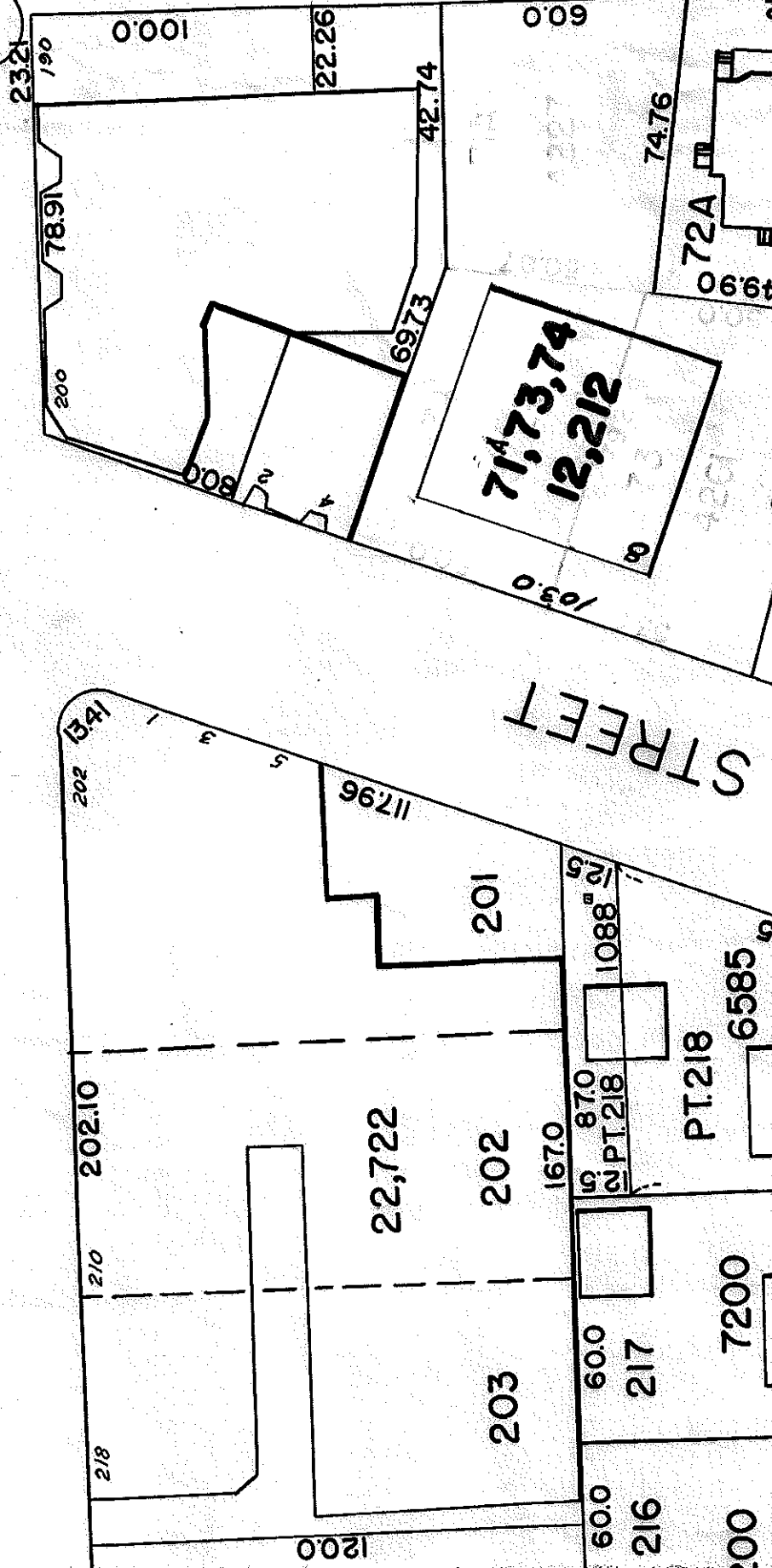
STREET

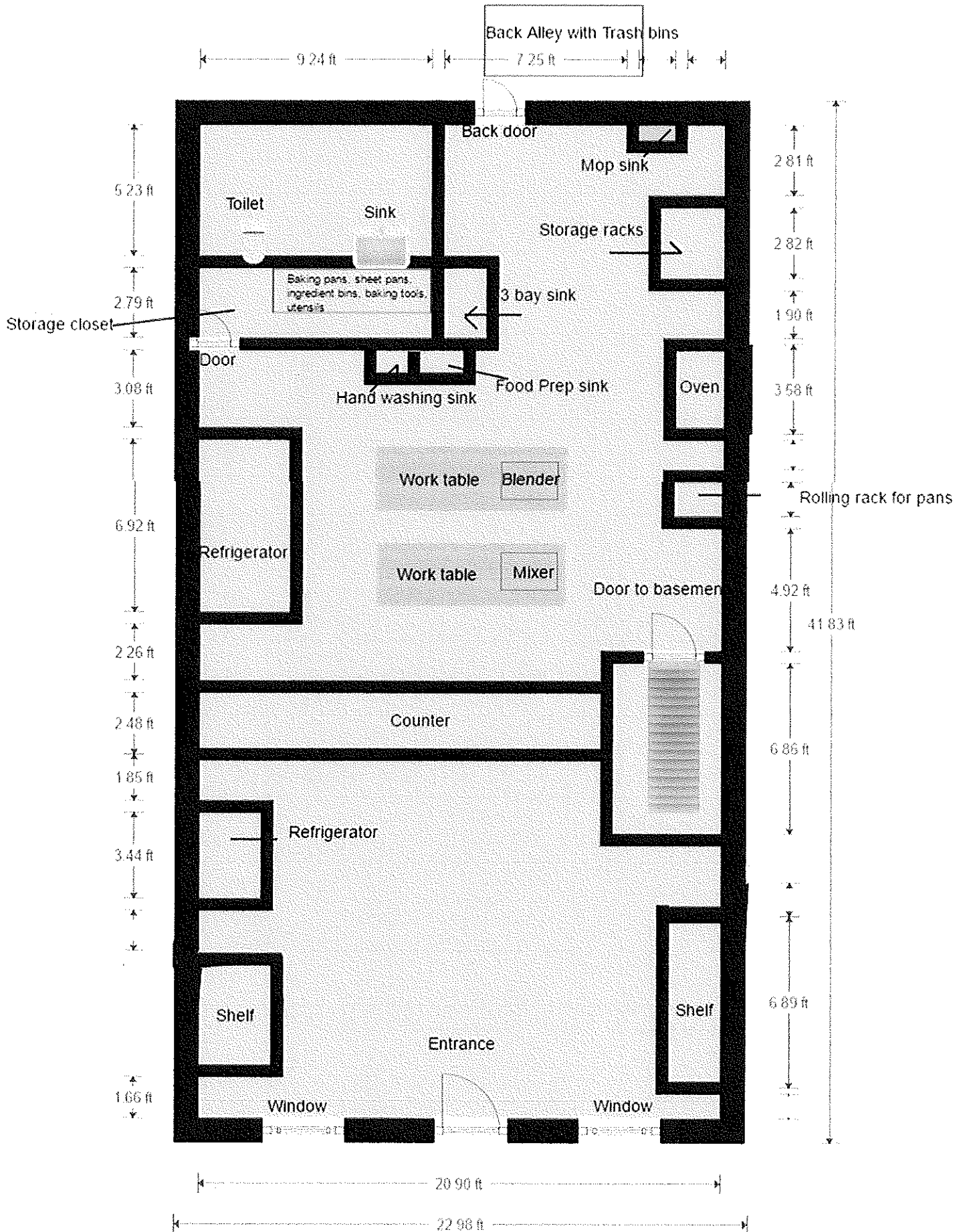
REET

28

3

71,73,74  
12,212





## **The Local Fare Menu**

*Before placing your order, please inform your server if a person in your party has a food allergy.*

**Boston Bonbon Dessert-Inspired Cookies:** Black Forest Cake, Red Velvet Peppermint, Oreo Cheesecake, Sticky Toffee

**Boston Bonbon French Macarons:** Earl Grey, Raspberry Rose, Lemon, Blueberry Rhubarb, Green Tea, Mango, Vanilla, Fig, Pear, Chocolate, Nutella, Salted Caramel

### **Kitchen Millie Cookies**

*The Caramel Renegade:* Soft snickerdoodle with a pop of sea salted caramel in the center.

*The Unrivaled Classic:* One of best chocolate chip cookies you've ever devoured.

*The Peanut Patriot:* A mountain of peanut butter, condensed into a single cookie.

*The Velvet Rush:* Tempting red velvet base with chocolate packed in.

*The Sugar Blizzard:* Fluffy sugar cookie with a sprinkle of flaked sea salt and cinnamon.

*The Flourless Blitz:* A five ingredient delight of peanut butter and dark chocolate, our flourless choice.

### **Nutty Life Alternative Milk & Smoothies**

*Simply Cashew Mylk:* filtered water, organic cashews, organic dates, sea salt.

*Vanilla Cashew Mylk:* filtered water, organic cashews, organic dates, organic vanilla bean, sea salt.

*Chocolate Cashew Mylk:* filtered water, organic cashews, organic dates, organic cacao, organic vanilla bean, sea salt.

*Matcha Cashew Mylk:* filtered water, organic cashews, organic dates, organic matcha powder, sea salt.

*Strawberry Vanilla Cashew Mylk:* filtered water, organic cashews, organic strawberries, organic dates, organic vanilla bean, sea salt.

*Mint Chocolate Cashew Mylk:* filtered water, organic cashews, organic dates, organic cacao, peppermint oil, sunflower oil, sea salt.

*Pumpkin Cashew Mylk:* filtered water, organic cashews, organic pumpkin puree, organic dates, organic vanilla bean, organic cinnamon, sea salt, organic cardamom, organic clove, organic nutmeg.

*Chai Almond Mylk:* filtered water, organic almonds, organic dates, organic vanilla bean, organic cinnamon, sea salt, organic cardamom, organic clove, organic nutmeg.

*\*Blueberry Heaven Smoothie:* organic cashew mylk (filtered water, organic cashews, organic dates, sea salt), organic banana, organic spinach, organic blueberries.

*\*Choco Greens Smoothie:* organic cashew mylk (filtered water, organic cashews, organic dates, sea salt), organic banana, organic spinach, organic almond butter, organic cacao.

*\*Items starred with an asterisk are not pasteurized and may increase your risk of foodborne illness.*

## The Local Fare Maintenance Plan

Before and after each production, we will wash and sanitize the counter tops. After production, we will wash and sanitize all tools and non-electrical parts of mixers/blenders in the 3-bay sink. All steps are detailed below.

We will clean/mop the floor at the end of each day (at the minimum) —and more, if needed (detailed steps are listed below).

Each night, we will take out the trash to the back alley outside of the building and put them into covered trash bins.

### **FOOD PREPARATION SURFACES**

1. Pre-scrape surface to remove gross soils.
2. Wash surface with recommended strength solution of pot & pan detergent.
3. Rinse with water and wipe dry.
4. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds or as required by local health department codes.
5. Allow to air dry.

### **MIXER/BLENDER**

1. Disassemble and wash all nonelectrical parts in the three compartment sink.
2. For base and non-removable parts, wash with a recommended strength solution of pot & pan detergent.
3. Rinse with water and wipe dry.
4. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds or as required by local health department codes.
5. Allow to air dry.
6. Reassemble prior to reuse.

### **OVENS**

1. Remove racks from oven. Clean racks in the 3 compartment sink.
2. Apply oven cleaner to the interior of the oven. Allow to stand for a few minutes. Wipe with cloth. Repeat as necessary until oven is clean.
3. Rinse thoroughly with water and wipe dry. Replace oven racks.
4. Start oven and allow oven to run for several minutes before next use.

### **REFRIGERATORS INSIDE OF REFRIGERATOR**

1. Remove food from area to be cleaned.
2. Remove shelves and clean them in the three compartment sink.
3. Wash inside of refrigerator with recommended strength solution of pot & pan detergent.
4. Rinse with water and wipe dry.
5. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds or as required by local health department codes.

### **3 COMPARTMENT SINK, MANUAL DISHWASHING PROCEDURE**

1. Fill each sink to the appropriate level with warm water (110 - 120°F).
2. Pre-scrape ware to remove loose, gross soils.
3. Wash in first compartment, using pot & pan detergent at recommended use dilution.
4. Rinse in second compartment, using clear water.
5. Sanitize in third compartment by immersion for 60 seconds or as required by local health department regulations, using sanitizer at recommended use dilution. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Sanitizer test papers are most accurate when used to test sanitizer solutions at room temperature (75°F).
6. Allow dishes to air dry and store in a clean, dry, protected area.

7. Clean sinks after each shift.

#### **FLOOR CLEANING**

1. Mix proper strength solution of warm water and floor cleaner in a mop bucket. Using a clean mop, apply solution generously to floor, overlapping mop strokes.
2. Repeat if necessary on heavily soiled areas. Pick up excess solution with mop, wringing it out frequently.
3. Allow to air dry. Put out "Wet Floor" signs.
4. Remove "Wet Floor" signs once dry.



## Town of Arlington, Massachusetts

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### Request: Sidewalk Cafe Permit

#### Summary:

Commune Kitchen, 203A Broadway  
Richard Niedzwiecki

#### ATTACHMENTS:

| Type               | File Name                            | Description               |
|--------------------|--------------------------------------|---------------------------|
| Reference Material | Ref_Mat_7.18.16_Commune_Kitchen_.pdf | Sidewalk Cafe application |

## SIDEWALK CAFÉ APPLICATION REPORT

Type of License: Sidewalk Café Permit

Name of Applicant: Richard Niedzwiecki d/b/a Commune Kitchen

Address: 203A Broadway

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Board of Health \_\_\_\_x\_\_\_\_
- Building \_\_\_\_x\_\_\_\_
- Planning \_\_\_\_x\_\_\_\_
- ADA Compliance \_\_\_\_x\_\_\_\_

### PLEASE NOTE:

ALL APPROVALS WILL BE SUBJECT TO CONDITIONS SET FORTH (SUCH AS DEPARTMENT CONDITIONS, CERTIFICATE OF INSURANCE ETC.)



Town of Arlington  
Department of Health and Human Services  
Office of the Board of Health

27 Maple Street  
Arlington, MA 02476

Tel: (781) 316-3170  
Fax: (781) 316-3175

MEMO

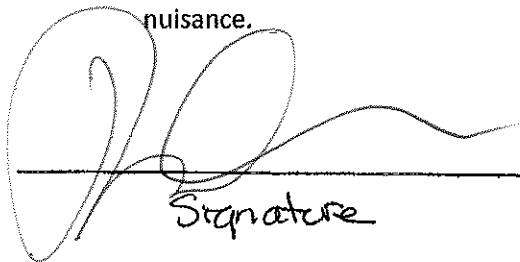
To: Board of Selectmen  
From: Natasha Waden, Health Compliance Officer  
Date: July 7, 2016  
RE: Board of Health Comments for Selectmen's Meeting on July 18, 2016:

---

Please accept the following as comments from the Office of the Board of Health:

Commune Kitchen- 203 Broadway  
Outdoor Furniture

- Prohibit smoking and the use of e-cigarettes in the outdoor seating area by conspicuously posting a notice or sign which states "No Smoking" or thereby using a sign with the international "No Smoking" symbol in the outdoor area.
- The owner or designated Person in Charge is responsible for maintaining the outdoor seating area Smoke Free.
- Any person in charge of a public place or workplace who fails to comply with the regulations is subject to a fine of (a) \$100 for the first violation, (b) \$200 for a second violation occurring within two years of the date of the first offense; and (c) \$300 for a third or subsequent violation occurring within two years of the second violation. Each calendar day on which a violation occurs shall be considered a separate offense.
- The Establishment is responsible for maintaining the outdoor seating in a clean and sanitary manner, free from garbage and trash or other refuse that would constitute a public health nuisance.

  
\_\_\_\_\_  
Signature

7-14-2016  
date



# COMMISSION ON DISABILITY, TOWN OF ARLINGTON

20 ACADEMY STREET, SUITE 203, ARLINGTON, MASSACHUSETTS 02476-6436 (781) 316-3431

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MEMO TO: Board of Selectmen  
Adam Chadelaine, Town Manager

FROM: Jack Jones, Director of Housing & Disability Programs


J.J.

DATE: July 8, 2016

RE: Outside Furniture Permit

It appears from the attached diagram and a completed survey of the sidewalk in front of **Commune Kitchen, 203A Broadway** that all conditions pertaining to accessibility of sidewalk dining will be in compliance with federal and state regulations.

In order to be in compliance with regards to sidewalk dining the absolute minimum clear path of travel along the sidewalk must be at least 36" according to the Massachusetts Architectural Access Board and the Americans with Disabilities Act Architectural Guidelines. Possible obstructions on the sidewalk that could affect compliance that will need to be watched are tables, chairs, other furniture, trees, trash receptacles, fire hydrants, planters, sandwich boards, etc. In addition a portion (5%), but not less than one, of available seating must be wheelchair accessible. The Disability Commission recommends to the Board of Selectmen that a compliance monitoring process be developed in addition to employee training for all restaurant employees to ensure that accessibility is maintained after the permitting process.

  
Signature

7-14-2016  
date

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by July 13th, 2016

**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 203A Broadway  
Applicant's Name: JR Foods LLC Richard Niedzwiecki  
D/B/A: Commune Kitchen  
Telephone: 781 777-2597  
Department: Sent Interoffice Mail & E-mail

Date: 6/14/2016

---

**Meeting Date: JULY 18, 2016**

Departments: *Ted Fields 6.30.2016*

**Re: OUTDOOR FURNITURE LICENSE**

Board of Health  
Building  
**Planning**  
ADA Compliance

Comments by each Division or Department:

The applicant currently operates a 4,000 square foot bistro restaurant at 203A Broadway in East Arlington with thirty eight (38) seats. The Applicant is requesting to place two outdoor seating areas totaling 80 square feet (each 10 feet long and 4 feet wide) containing three tables and five (5) seats against the bistro's facade. The sidewalk adjacent to the applicant's restaurant is twelve (12) feet wide, leaving an eight (8) foot wide travel corridor between the edge of the proposed seating area and the sidewalk curb. This layout complies with the Town's requirement that all users, including people with disabilities, be able to safely traverse public rights of way. The applicant does not propose to demarcate the proposed seating areas with planters, stanchion posts, ropes or other boundary markers although such features are strongly encouraged by the Town. The applicant proposes to use metal tables and chairs which appear substantial enough to remain within the outdoor seating areas.

The applicant does not currently demonstrate acceptable coverage of \$1,000,000 in general liability insurance. The Department of Planning and Community Development has no objection to the issuance of an Outdoor Furniture license as long as the applicant provides the Board with acceptable proof of sufficient insurance coverage.

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: 

Date: 7-14-2016

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, April 4, 2016  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 203A Broadway  
Applicant's Name: JR Foods LLC Richard Niedzwiecki  
D/B/A: Communc Kitchen  
Telephone: 781 777-2597

Department: Sent Interooffice Mail & E-mail

Date: 7/8/2016

**MEETING DATE: JULY 18, 2016**

**RE: OUTSIDE FURNITURE LICENSE**

Departments:

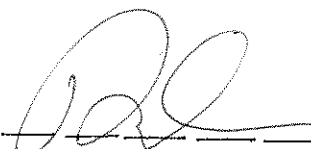
Police  
Fire  
Board of Health  
Building  
Planning

Comments by each Division or Department:

Inspectional Services has no objections to this or any other outdoor furniture permit the BoS wishes to grant. The applicant will need to present plans to this department for building code review prior to furniture being approved or placed. At that time, we can over particulars such as aisle width, distance between chairs/tables and how the new occupant load may affect the establishments bathroom requirements, among other possible issues.

**APPLICANT SIGNATURE SECTION:**

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: 

Date: 7-14-2016

## Sidewalk Café Permit Application - Town of Arlington, MA

This is an application to the Board of Selectmen of the Town of Arlington Massachusetts, for a permit to place and maintain a Sidewalk Café (an outside seating area for licensed restaurants) on the public right of way in Arlington, Massachusetts described below:

**(PLEASE TYPE OR PRINT)**

Business Name: JR Foods LLC d/b/a Commune Kitchen

Length of Storefront (ft): 30 ft

Business Address/Location: 203A Broadway

Width of Sidewalk along Storefront (ft); \*1: 12 ft

Phone Number/Email: (781) 777-2597  
richard@commune-kitchen.com

Length of Proposed Sidewalk Café (ft):  
2 portions of approximately 10 ft

Business Representative's Name: Richard Niedzwiecki

Width of Proposed Sidewalk Café (ft); \*2: 3-4 ft

Name & Address of Building Owner:

Building owned by Chios Realty Trust, 195 Broadway, Arlington MA 02474; leased by Commune Kitchen

\*1: Measure from front Building Wall to inside of sidewalk granite curb edge.

\*2: Measure from front Building Wall to outside of Sidewalk Café surrounding border fencing/barrier.

### Application Submittal Requirements:

1.) Fee: An annual permit fee of **\$50.00** payable to the Town of Arlington filed with the Selectmen's Office. The Board may prorate its fee for applicants in their initial term to reflect the number of months the permit sought will be held.

2.) Site Plan: Furnish a **Site Plan** (scale diagram) showing the location of tables, chairs, umbrellas, trash receptacles, heaters, barricades, as well as a **picture or photograph of the proposed furniture** in compliance with the following requirements:

- No person or entity shall cause to be placed within the public ways any furniture without applying for a permit and receiving approval from the Board of Selectmen of the Town. This permit shall be considered separate and distinct from others issued by the Town, including those for common victuallers.
- Ordinarily, the location of the sidewalk café must be directly in front of the business operating the café, and may not extend beyond the side property lines. It shall be sited as close to the building façade as practicable and in no event to exceed twelve (12) feet from the food service door of the establishment.
  - Under limited circumstances, sidewalk café areas may be approved adjacent to a storefront, grouped at a distance from the storefronts, or allowed in both positions if a scaled plan showing dimensions clearly establishes:

- a) The requested location(s) create the least obstruction for pedestrian access to storefronts, crosswalks and pedestrian circulation, and/or
  - b) the location does not extend substantially beyond the side edges of the business (allowing for up to 10 feet of latitude where landscaping, public facilities, utility poles or adjacent seating areas obstruct the front of the business premises), and/or
  - c) no more than 256 square feet of the public way would be cordoned off for establishments serving liquor unless the Board determines from the scaled site plan (with dimensions shown) and photos that additional square footage for outdoor seating would not leave less than 36" to the nearest barrier, would not impede circulation, and would not preclude other allowed desirable uses for the public space, and
  - d) in every case, the additional seating does not violate zoning, building, or other code as determined by the Director of Inspectional Services.
- Further, Tables, chairs, benches, food equipment shall be located so that they do not impede, endanger or interfere with pedestrian traffic, with a minimum width of three (3) feet and a recommended width of four (4) feet of unobstructed passage for pedestrian traffic.
  - In addition, no sidewalk café furniture shall be affixed, erected, installed, placed, used or maintained **within five (5) feet** of any marked or unmarked crosswalk or handicapped ramp; or within five (5) feet of any fire hydrant, fire lane, call box, or bus stop.
  - Unlicensed furniture within the public ways of the Town will be subject to removal with the cost thereof to be borne entirely by the owner. In addition, fines may be imposed by the Board of Selectmen not to exceed \$100 for removal, storage or destruction.
  - No fixtures or devices on which food or beverages are sold or consumed shall be attached to the sidewalk or other public area. The property owner is responsible for the restoration of the sidewalk or public-right-of-way if any damage is caused by the sidewalk café. Physical barriers bordering/framing a sidewalk café may not exceed four (4) feet in height.
  - Lighting for sidewalk cafes is subject to approval during the permitting process. Tabletop lighting may include candles and battery-operated fixtures.
  - Well-designed physical barricades surrounding/framing sidewalk cafés are **strongly encouraged**.

3.) Insurance: The applicant restaurant-owner shall furnish a **certificate of insurance** providing commercial insurance coverage for bodily injury, death, disability, and property damage liability in the following amounts:

- At least \$1,000,000 per occurrence and \$3,000,000 annual aggregate for any restaurant serving alcohol as part of its use of sidewalk café space; or

- At least \$300,000 per occurrence and \$900,000 annual aggregate for restaurants which are either not licensed to serve alcohol or restaurants which attest that they will not serve alcohol as part of their use of sidewalk café space.

The Town of Arlington shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operation of a sidewalk café. In the event the insurance is cancelled, the permit holder has 24 hours to reinstate the insurance or the permit shall be revoked. The permit holder shall immediately inform the Selectmen's Office if insurance under this provision is revoked and shall not operate the sidewalk café until insurance is restated in accordance with this requirement. An insurance certificate naming the Town as an additional insured must be provided to the Office of the Board of Selectmen before any Sidewalk Café/Outdoor Seating Area will be issued.

4.) Indemnification and Acknowledgement of Rights: The applicant restaurant-owner shall also furnish a signed agreement to indemnify the Town of Arlington for its use of public property as a sidewalk café/outdoor seating from any and all claims that may be brought against the Town in connection with such use. Such a signed agreement shall also acknowledge the Town's rights with respect to its property and the limitations of the permit (attached hereto).

5.) Compliance Requirements: By signing this application, the Applicant agrees to accept and comply with the following requirements:

- All services provided to sidewalk café customer and customer activity must occur within the designated sidewalk café area.
- Permit holder is responsible for proper supervision of the sidewalk café in order to ensure the requirements of this section are met.
- Permit holders must ensure that the requirements for operation are met. These include:
  - Patrons must wear shoes and shirts at all times.
  - All sidewalk cafes must maintain at least one opening for ingress and egress at all times. All sidewalk cafes shall abide by all requirements of the currently adopted International Building Code and the American's with Disabilities Act.
  - To the extent applicable, sidewalk cafes must adhere to all regulations pertaining to food and beverage enforced by the Board of Health and Board of Selectmen.
  - All areas within and surrounding a sidewalk café must be maintained in a clean, neat, and sanitary condition.
  - All permit holders shall be required to abide by all federal, state, and local laws.
  - Outdoor alcohol service (and food service when alcohol is served outdoors) shall conclude at or before 10:00 p.m. Sunday through Thursday, and at or before 11:00 p.m. Friday and Saturday.

6.) Other Regulations: By receiving a sidewalk café/outdoor seating permit, restaurants are not exempted from other federal, state, and local laws and regulations. Among other regulations, permit holders must comply with local zoning and state building code requirements and Board of Selectmen alcohol service regulations. Applicants are strongly advised to ensure their plans comply with zoning and state building requirements by contacting Inspectional Services.

7.) Revocation: The sidewalk café permit may be revoked for failure to maintain the standards required for the initial permit. A notice of intent to revoke a sidewalk café permit shall be given in writing 10-days prior to actual revocation and shall specify the area or areas of failure to meet requirements and maintain conditions the Town may have imposed. If, during that period, proof of compliance is made to the satisfaction of designated Town Inspectors by the holder of the permit, the permit shall be continued in force.

- Applicant certifies that all current property taxes due on its licensed premises are paid if property is owned by the Applicant.
- Applicant agrees to permit the Town to periodically verify the accuracy of information contained in this Application and agrees to provide information requested to verify the accuracy of the information and the Certifications contained in this Application.

8.) Term & Non-Transferability: Each Sidewalk Café Permit is valid for one calendar year from the January 1<sup>st</sup> through December 31st and is non-transferable.

I have read and fully understand the above rules and regulations applying to the approval of this permit.

Dated June 13, 2016

By: \_\_\_\_\_

(Signature)

Richard Niedzwiecki  
Managing Member JR Foods LLC  
d/b/a Commune Kitchen

(Print Name & Address) Richard Niedzwiecki, Commune Kitchen 203A Broadway, Arlington MA 02474

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON

**SIDEWALK CAFÉ INDEMNIFICATION AGREEMENT & ACKNOWLEDGEMENT**

On behalf of the business applying for a Sidewalk Café (Outdoor Seating) license from the Town of Arlington Board of Selectmen, I, as a duly authorized agent of Commune Kitchen, a licensed restaurant operating within the Town of Arlington, acknowledge that I seek permission to use a portion of the public sidewalk in front of (or where permitted, adjacent to) the business premises to operate a sidewalk café/outdoor seating area. I understand that a Sidewalk Café permit does not give my business any right, title, or interest in any part of the sidewalk space approved for use.

Furthermore, I, as a duly authorized agent of Commune Kitchen, agree to hold harmless the Town of Arlington, its officers and employees, for any loss or damage arising from the use of the public sidewalk or the discontinuance of use resulting from an order, demand, or notice of any governmental agency with jurisdiction.

I understand that Board of Selectmen and/or any government agency with jurisdiction may revoke my permit to use public sidewalk space at any time for any reason whatsoever. The permit can be revoked for failure to comply with any terms and conditions of the permit or any agreements between my business and the Town of Arlington or for violation of any of the rules and regulations enforced by Board of Selectmen, the Department of Inspectional Services, the Police Department, or the Board of Health. I understand there will be no refund of any fees or compensation paid to the Town of Arlington.

I further agree to promptly remove any property placed on the sidewalk space or reimburse the Town of Arlington for the cost of moving my business' property upon receipt of any written notice, demand, or order to vacate the sidewalk space from a governmental agency with jurisdiction.

I certify that I have read and agree with the terms and conditions outlined both here and within the Sidewalk Café Permit Application.

A handwritten signature in dark ink, appearing to read 'Richard Niedzwiecki', written over a horizontal line.

Signature

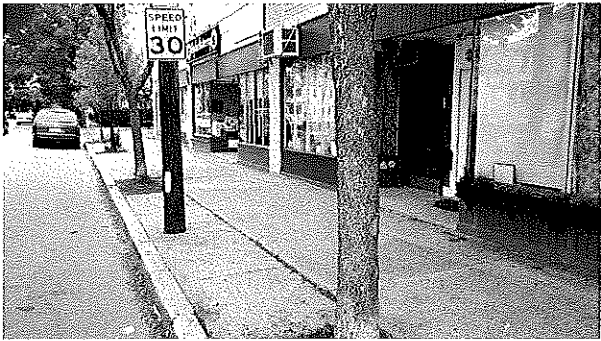
Richard Niedzwiecki  
Managing Member JR Foods LLC  
d/b/a Commune Kitchen

June 13, 2016

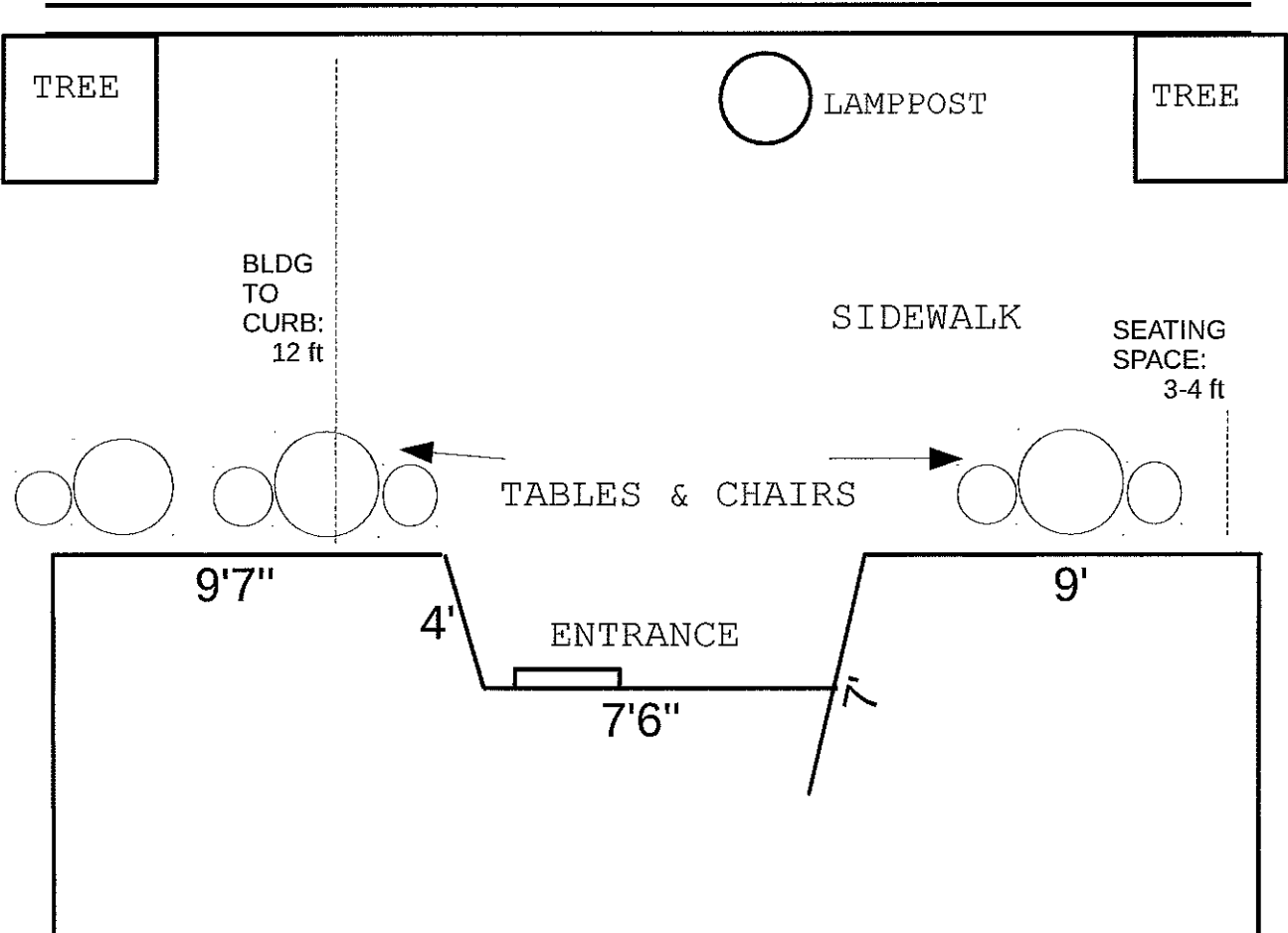
Date



COMMUNE KITCHEN  
203A BROADWAY  
ARLINGTON, MA 02474



STREET





# CERTIFICATE OF LIABILITY INSURANCE

COMMU-1

OP ID: VF

DATE (MM/DD/YYYY)

06/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Guard Insurance Agency  
279 Mt. Auburn Street  
Watertown, MA 02472

Phone: 617-926-4000

Fax: 617-926-8334

CONTACT  
NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Arbella Mutual Insurance Co.**

17000

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED **JR FOODS LLC DBA  
COMMUNE KITCHEN  
203 A Broadway  
Arlington, MA 02474**

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>LTR | TYPE OF INSURANCE   | ADDL SUBR<br>INSR WVD               | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS  |
|-------------|---|-------------------------------------|---------------|----------------------------|----------------------------|---|
| A           | GENERAL LIABILITY   | X                                   | 7520054231    | 04/20/2016                 | 04/20/2017                 | EACH OCCURRENCE \$ 1,000,000  |
|             | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                                     |               |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000                           |
|             | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  |                                     |               |                            |                            | MED EXP (Any one person) \$ 10,000  |
|             |   |                                     |               |                            |                            | PERSONAL & ADV INJURY \$  |
|             |   |                                     |               |                            |                            | GENERAL AGGREGATE \$ 2,000,000  |
|             |   |                                     |               |                            |                            | PRODUCTS - COMP/OP AGG \$ 2,000,000   |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                     |               |                            |                            | \$  |
|             | AUTOMOBILE LIABILITY  |                                     |               |                            |                            | COMBINED SINGLE LIMIT (Ea accident) \$  |
|             | <input type="checkbox"/> ANY AUTO   |                                     |               |                            |                            | BODILY INJURY (Per person) \$   |
|             | <input type="checkbox"/> ALL OWNED AUTOS  |                                     |               |                            |                            | BODILY INJURY (Per accident) \$   |
|             | <input type="checkbox"/> HIRED AUTOS  |                                     |               |                            |                            | PROPERTY DAMAGE (Per accident) \$   |
|             | <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                                     |               |                            |                            | \$  |
|             | UMBRELLA LIAB   |                                     |               |                            |                            | EACH OCCURRENCE \$  |
|             | <input type="checkbox"/> EXCESS LIAB  |                                     |               |                            |                            | AGGREGATE \$  |
|             | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |                                     |               |                            |                            | \$  |
|             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | Y/N<br><input type="checkbox"/> N/A |               |                            |                            | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   |                                     |               |                            |                            | E.L. EACH ACCIDENT \$   |
|             | If yes, describe under DESCRIPTION OF OPERATIONS below  |                                     |               |                            |                            | E.L. DISEASE - EA EMPLOYEE \$   |
|             |   |                                     |               |                            |                            | E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED endorsement number

BP04070713

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF ARLINGTON  
730 MASS AVE  
ARLINGTON, MA 02476

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Town of Arlington, Massachusetts

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### Approval: Sidewalk Cafe Policy Update

#### Summary:

Douglas W. Heim, Town Counsel

#### ATTACHMENTS:

| Type                 | File Name  | Description                            |
|----------------------|--|--|
| ▢ Reference Material | NEW_ALCOHOL_POLICY_FINAL_draft_7.18.16_meeting.doc | Alcohol Policy DRAFT update            |
| ▢ Reference Material | Sidewalk_Cafe_DRAFT_7.18.16.docx                   | Sidewalk Cafe Application DRAFT update |

**BOARD OF SELECTMEN  
of the  
TOWN OF ARLINGTON**

**ALCOHOL LICENSES for RESTAURANTS  
POLICIES, RULES, and REGULATIONS**

**Approved: 9/21/09**

**Revised: 9/10/12**

**Revised: 1/12/15**

**I.     Introduction**

**A.     General Statement of Policy**

The Town of Arlington is home to a wide array of high-quality eating establishments. As the local licensing authority for all sales of alcoholic beverages in the Town of Arlington, the Board of Selectmen (“Board”) wishes to support the existing restaurant culture and to stimulate its further growth through the issuance of liquor licenses to restaurants as appropriate. The Board also intends that all service and consumption of alcohol in the Town of Arlington be done responsibly and in conformance with all legal requirements. In service of these goals, licenses will be issued under these Policies, Rules, and Regulations only to holders of Common Victualler Licenses and with the consistent expectation that licensees will conduct their establishments to the highest standards.

The Board intends that the issuance of liquor licenses will contribute to the Town’s development in the following respects:

- (1)     Bring to the Town quality restaurants and function rooms that provide fine dining opportunities in attractive surroundings;
- (2)     Provide convenient and attractive parking options;
- (3)     Improve the variety of shops in Arlington;

- (4) Promote increased foot traffic; and
- (5) Strengthen the Town's commercial tax base.

Consequently, the Board's consideration of license applications will include location, proximity of proposed premises to residential neighborhoods or business areas, traffic impact, parking availability, content of proposed menu and other aesthetic considerations, including design and layout of the proposed establishment's interior. All required notification of applications for new licenses, amended licenses, or license transfers must be provided to abutters and other affected parties in accordance with state law.

B. Conditions of Licensure: Compliance with Legal Requirements

Liquor licenses are subject to these Policies, Rules, and Regulations as well as relevant provisions of state law (Chapter 138 of the Massachusetts General Laws) and the rules, regulations, and other guidance of the Alcoholic Beverages Control Commission, as they may be from time to time amended. Further, the Board may attach such conditions and restrictions to each license it issues as it deems to be in the public interest. All licensees must be familiar with all requirements that apply to their licenses and must abide by those requirements in the operation of their establishments. In addition to legal provisions governing liquor licenses, licensees must also maintain compliance with all other requirements that apply to the operation of licensed premises, including but not limited to the State Building Code, Fire Code, and Common Victualler License requirements as well as all applicable Town Bylaws and codes. Failure to comply with these or any other applicable provisions may lead to further conditions being placed upon the license or to license suspension or revocation.

II. Licensing

A. Types of Licenses, Seating Capacity

The Board is authorized to issue two types of licenses for the sale of alcohol to be consumed on the premises: (1) All-Alcohol; and (2) Wine and Malt Beverages. All-Alcohol Licenses may be issued for restaurants having a minimum seating capacity of 50. Wine and Malt Beverage Licenses may be issued for restaurants having a minimum seating capacity of 19. Holders of licenses to sell wine and malt beverages for consumption on the premises may not sell cordials or liqueurs unless and until the Town adopts local-option legislation to allow such sales. Seating capacity will be determined in accordance with the applicable provisions of the Massachusetts State Building Code. Unless specified otherwise, these Policies, Rules, and Regulations apply to both All-Alcohol and Wine and Malt Beverages licenses.

B. Application Process

1. Forms: Application for a license to sell alcoholic beverages for consumption on the premises requires submission of the following forms, in addition to any other information required by Chapter 138 of the General Laws or the rules, regulations, or policies of the Alcoholic Beverages Control Commission:
  - (a) Alcoholic Beverages Control Commission application form;
  - (b) Town of Arlington application form;
  - (c) Criminal Offender Record Information (“CORI”) release form; and
  - (d) Department of Revenue release form.

The Board reserves the right to decline to process incomplete applications and to supplement or substitute required application materials at any time. Complete application information must be provided for each individual appearing on the application.

2. Fees:

- (a) filing fee: A non-refundable filing fee of \$100 must be submitted with each application;
- (b) license fees: If a license is granted, the following annual license fee shall be due at the time the license is issued and upon each renewal:
  - (i) All Alcohol License: \$3,000. By vote of the Board, this annual fee may be prorated for licenses granted after January 1, but in no event shall it be less than \$1,500.
  - (ii) Wine and Malt Beverage License: \$1,750. By vote of the Board, this annual fee may be prorated for licenses granted after January 1, but in no event shall it be less than \$600.
  - (iii) Reductions: The Board may choose to reduce the annual license fee by \$400 for All-Alcohol Licenses and by \$200 for Wine and Malt Beverages Licenses for applicants who demonstrate successful completion of a certified server-training program.
- (c) The Board reserves the right to adjust any of the fees listed above from year to year.
- (d) form of payment: All payments must be made by certified or personal check.
- 3. Building and Site Plan: Every application must include the following information for the proposed licensed premises on a clear and accurate scale drawing;
  - (a) The net floor area and dimensions of the existing room or rooms requested to be licensed, including dining rooms, function rooms, and storage rooms;
  - (b) The location of any proposed service bars;
  - (c) Moveable or secured seats and tables;
  - (d) Entrance and exit doors, windows, and stairs; and
  - (e) All rooms that are not requested to be licensed, but are on the same floor as the room or rooms that are requested to be licensed, identified as to function (e.g., kitchen, coatroom, lobby).

4. Corporate Ownership and Interest:
  - (a) application materials: Every application made by a corporate entity shall state the full name and home address of the entity's president, treasurer, clerk, secretary, directors, investors, developers, managers, or any other person with a financial interest in the entity. The application shall be signed by a corporate officer duly authorized by a vote of the entity's board of directors or equivalent governing board. Copies of the following documents shall be filed with the application: the entity's certificate of incorporation, the vote authorizing the application, and the vote appointing the manager or other principal representative with respect to the license being requested.
  - (b) manager or principal representative: No corporate entity may receive a license to sell alcoholic beverages for consumption on the premises unless such entity shall have first appointed, by a vote of its board of directors or equivalent governing board, a manager or principal representative who is (1) a citizen of the United States; (2) vested with properly voted authority (evidenced by written delegation) over the premises to be licensed and the conduct of all business to be conducted thereon to the same extent that the licensee itself would be if a natural person resident in the Commonwealth; and (3) satisfactory to the Board.
  - (c) change in interest: Except as otherwise provided by law, no change in the stock ownership of a corporate entity shall be made after the license has been granted or renewed without the express written approval of the Board.
5. Advertising & Notification: The applicant is responsible for complying with state-law requirements for advertising and written notification, including but not limited to requirements set forth in Sections 15A and 16C of Chapter 138 of the General Laws. The Board reserves the right to order additional notification.
6. Statements in Application Materials: Any false statement made in connection with an application shall be cause for denial of the license or for suspension, cancellation, or revocation of a license already granted.

C. License Duration, Renewals: Once issued, licenses are valid until

December 31. The licensee is responsible for filing a renewal application at least 45 days



before December 31. At the time of renewal, all previously submitted materials must be updated as appropriate and the required fee must be paid. The Board or its designee shall inspect the licensed premises prior to renewal and the complete inspection report must be filed with every renewal application. A renewal application that fails to meet any of these requirements will be treated as an original license application

### III. Operation of Licensed Premises

#### A. Hours

Unless otherwise fixed for a particular license, licensees may sell alcoholic beverages for consumption on the premises between the hours of 11:00 a.m. and 12:00 midnight Monday through Saturday and between the hours of 12:00 noon and 12:00 midnight Sunday, provided that food service is available during all hours in which alcoholic beverages are offered for sale. All alcoholic beverages and containers must be removed from tables and service bars one-half hour after closing time. Patrons must be off the licensed premises one hour after closing time. The licensee, the licensee's manager or principal representative, and employees or subcontractors of the licensee may be on the licensed premises after closing only in accordance with Chapter 138 of the General Laws.

#### B. Supervision, Order, and Decorum

The licensee or licensee's manager or principal representative shall be present at the licensed premises at all times during which alcoholic beverages are offered for sale. The licensee may designate and authorize some other person to act as the responsible manager and be present at the licensed premises while alcoholic beverages are offered for sale, provided that this person shall first have been identified to, and approved by, the

Board. The designated manager or representative described in this section shall be available to the Board or its designee at all times during which alcoholic beverages may be sold on the licensed premises. The full name, current residential address, and current business and home telephone numbers of all designated managers or representatives described in this section shall be on file with the Board. Failure to provide this information and keep it current shall alone be sufficient cause for suspension or revocation of the license.

The manager or representative on site shall at all times maintain order and decorum on the premises and in the area immediately surrounding the premises. These areas must be kept clean, neat, and sanitary at all times. The manager or representative on site shall cooperate in all ways with Town officials, including but not limited to representatives of the Board, the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

C. Inspections

At any time, licensed premises are subject to inspection by the Board or its designee, including but not limited to the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

D. Physical Plant

The location of service bars shall not be changed without the submission of an amended floor plan to the Board and the Board's written approval. No premises will be licensed unless adequate and appropriate toilet facilities are available to patrons. No amusement devices such as electronic games shall be permitted on any licensed premises. All licensed establishments shall have suitable appliances to maintain water temperature

consistently at 180° so that eating, drinking, cooking, and serving utensils are thoroughly cleaned and sanitized. Licensed premises shall not allow in windows or on outside walls the posting of advertisements or signs carrying the brand name of any alcoholic beverages. Signage on the inside of licensed premises is subject to Board approval.

E. Service and Consumption of Alcoholic Beverages and Food

1. Service of Alcoholic Beverages: Alcoholic beverages may be served only by wait staff of the licensed establishment. No pitchers of beer may be served. No alcoholic beverages may be served over a counter except a counter with fixed seating at which food service is also available. No alcoholic beverages may be served in the same area or over the same counter at which take-out food is made available for delivery or pick-up.

2. Service of Food: Food service must be available in all areas in which alcoholic beverages are served. No more than two alcoholic beverages per person may be served without food. After two alcoholic beverages have been served and consumed, a third such beverage may be served only with the delivery of food. Food must be served on solid, reusable dinnerware with silverware. Paper plates, disposable glasses, or plastic cutlery are not permitted.

3. Consumption of Alcoholic Beverages on the Premises: Only alcoholic beverages sold on the licensed premises shall be consumed on the premises: no patron shall be permitted to bring alcoholic beverages purchased off-site onto any licensed premises for consumption. All alcoholic beverages purchased on the premises shall be consumed on the premises, except unfinished bottles of wine re-sealed in accordance with Chapter 138, Section 12, of the General Laws and regulations of the

Alcohol Beverages Control Commission. Even if the licensee's Common Victualler permit allows for outdoor seating, alcoholic beverages may be served in an outdoor space only if: (1) the description of the licensed premises expressly includes such outdoor space (both an ABCC Application for Change of Premise along with a Sidewalk Café Permit Application must be approved); (2) the outdoor space is accessible only through the indoor portion of the licensed premises; (3) the outdoor space is surrounded by a suitable barrier or other physical element that maintains separation between the licensed premises and the general public; (4) the outdoor space must be free of alcohol signage, including table umbrellas; and (5) the outdoor space is privately owned.

#### IV. Status of License

A. Exercise of License: Once a license is granted under these Policies, Rules, and Regulations, the licensee shall commence construction or alteration of the licensed premises within forty-five days and shall be in full operation within four months, unless a longer period is authorized by the Board. Thereafter, the licensee shall operate the licensed premises continuously in accordance with the terms of the license. Closing of the licensed premises for seven consecutive days or for any ten days during the calendar year (other than outside the establishment's normal business hours) without prior written approval of the Board shall be considered abandonment of the license and sufficient grounds for revocation.

#### B. Violations:

1. Generally: Any violation of Chapter 138 of the General Laws pertaining to licenses for the sale of alcoholic beverages to be consumed on the premises; any violation of the rules, regulations, or policies of the Alcoholic Beverages Control

Commission relative to the sale of alcoholic beverages to be consumed on the premises; any violation of these Policies, Rules, and Regulations; or any violation of the conditions attached to any license granted under these Policies, Rules, and Regulations may result in additional conditions being placed on the license or in the cancellation, suspension, or revocation of the license following a hearing before the Board. Any action taken under this section shall be commenced by written notification to the licensee at the address on file with the Board. A hearing held under this section shall commence within two weeks or as soon as reasonably practicable thereafter following written notification. The Board or its agents may seize a license immediately if, in the Board's discretion, public health or safety warrants such a seizure. If a license is seized immediately, a hearing will be commenced within two weeks of the seizure, unless the licensee assents in writing to a longer time.

2. Service to Underage Individuals: If, after notice and a hearing, the Board or its designee concludes that an under-aged person was served alcohol at a licensed establishment, the Board shall suspend the license as provided below, or for such other time as the Board in its discretion shall choose.

|                 |                                     |
|-----------------|-------------------------------------|
| First offense:  | 3-5 days suspension                 |
| Second offense: | 6-10 days suspension                |
| Third offense:  | 10-15 days suspension or revocation |

This section shall not impair the Board's discretion to impose some other type of penalty in place of license suspension if the Board concludes that another penalty is appropriate. Such other penalties may include (but are not limited to) rolling back hours of operation, fixing other conditions on the license, or suspending or fixing conditions on the licensee's other licenses, such as Common Victualler or entertainment.

In fixing the penalty for sales to underaged individuals, the Board may consider the following factors:

- (a) licensee's policies and procedures and application of those policies and procedures to guard against service to underaged individuals;
- (b) severity and type of offense;
- (c) efforts made to identify purchasers of alcohol;
- (d) appearance of the underaged purchaser of alcohol;
- (e) quality of the evidence of a violation;
- (f) circumstances of the case; and
- (g) number and nature of licensee's previous violations.

C. Transfers: Licenses granted under these Policies, Rules, and Regulations may not be transferred or assigned except with the approval of the Board and in accordance with Chapter 138 of the General Laws and rules, regulations, and policies of the Alcoholic Beverages Control Commission.

# Sidewalk Café Permit Application - Town of Arlington, MA

This is an application to the Board of Selectmen of the Town of Arlington Massachusetts, for a permit to place and maintain a Sidewalk Café (an outside seating area for licensed restaurants) on the public right of way in Arlington, Massachusetts described below:

## (PLEASE TYPE OR PRINT)

|                                   |  |
|-----------------------------------|--|
| Business Name:                    | Length of Storefront (ft):                   |
| Business Address/Location:        | Width of Sidewalk along Storefront (ft); *1: |
| Phone Number/Email:               | Length of Proposed Sidewalk Café (ft):       |
| Business Representative's Name:   | Width of Proposed Sidewalk Café (ft); *2:    |
| Name & Address of Building Owner: |  |

*\*1: Measure from front Building Wall to inside of sidewalk granite curb edge.*

*\*2: Measure from front Building Wall to outside of Sidewalk Café surrounding border fencing/barrier.*

## Application Submittal Requirements:

- 1.) Fee: An annual permit fee of **\$50.00** payable to the Town of Arlington filed with the Selectmen's Office. The Board may prorate its fee for applicants in their initial term to reflect the number of months the permit sought will be held.
- 2.) Site Plan: Furnish a **Site Plan** (scale diagram) showing the location of tables, chairs, umbrellas, trash receptacles, heaters, barricades, as well as a **picture or photograph of the proposed furniture** in compliance with the following requirements:
  - No person or entity shall cause to be placed within the public ways any furniture without applying for a permit and receiving approval from the Board of Selectmen of the Town. This permit shall be considered separate and distinct from others issued by the Town, including those for common victuallers.
  - Ordinarily, the location of the sidewalk café must be directly in front of the business operating the café, and may not extend beyond the side property lines. It shall be sited as close to the building façade as practicable and in no event to exceed twelve (12) feet from the food service door of the establishment.
    - Under limited circumstances, sidewalk café areas may be approved adjacent to a storefront, grouped at a distance from the storefronts, or allowed in both positions if a scaled plan showing dimensions clearly establishes:

- a) The requested location(s) create the least obstruction for pedestrian access to storefronts, crosswalks and pedestrian circulation, and/or
  - b) the location does not extend substantially beyond the side edges of the business (allowing for up to 10 feet of latitude where landscaping, public facilities, utility poles or adjacent seating areas obstruct the front of the business premises), and/or
  - c) no more than 256 square feet of the public way would be cordoned off for establishments serving liquor unless the Board determines from the scaled site plan (with dimensions shown) and photos that additional square footage for outdoor seating would not leave less than 36" to the nearest barrier, would not impede circulation, and would not preclude other allowed desirable uses for the public space, and
  - d) in every case, the additional seating does not violate zoning, building, or other code as determined by the Director of Inspectional Services.
- Further, Tables, chairs, benches, food equipment shall be located so that they do not impede, endanger or interfere with pedestrian traffic, with a minimum width of three (3) feet and a recommended width of four (4) feet of unobstructed passage for pedestrian traffic.
  - In addition, no sidewalk café furniture shall be affixed, erected, installed, placed, used or maintained **within five (5) feet** of any marked or unmarked crosswalk or handicapped ramp; or within five (5) feet of any fire hydrant, fire lane, call box, or bus stop.
  - Unlicensed furniture within the public ways of the Town will be subject to removal with the cost thereof to be borne entirely by the owner. In addition, fines may be imposed by the Board of Selectmen not to exceed \$100 for removal, storage or destruction. **Outdoor space must be free of alcohol signage, including table umbrellas.**
  - No fixtures or devices on which food or beverages are sold or consumed shall be attached to the sidewalk or other public area. The property owner is responsible for the restoration of the sidewalk or public-right-of-way if any damage is caused by the sidewalk café. Physical barriers bordering/framing a sidewalk café may not exceed four (4) feet in height.
  - Lighting for sidewalk cafes is subject to approval during the permitting process. Tabletop lighting may include candles and battery-operated fixtures.
  - Well-designed physical barricades surrounding/framing sidewalk cafés are **strongly encouraged**.

3.) Insurance: The applicant restaurant-owner shall furnish a **certificate of insurance** providing commercial insurance coverage for bodily injury, death, disability, and property damage liability in the following amounts:

- **At least \$1,000,000 per occurrence and \$3,000,000 annual aggregate for any restaurant serving alcohol as part of its use of sidewalk café space; or**



- **At least \$300,000 per occurrence and \$900,000 annual aggregate for restaurants which are either not licensed to serve alcohol or restaurants which attest that they will not serve alcohol as part of their use of sidewalk café space.**

The Town of Arlington shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operation of a sidewalk café. In the event the insurance is cancelled, the permit holder has 24 hours to reinstate the insurance or the permit shall be revoked. The permit holder shall immediately inform the Selectmen's Office if insurance under this provision is revoked and shall not operate the sidewalk café until insurance is restated in accordance with this requirement. An insurance certificate naming the Town as an additional insured must be provided to the Office of the Board of Selectmen before any Sidewalk Café/Outdoor Seating Area will be issued.

4.) Indemnification and Acknowledgement of Rights: The applicant restaurant-owner shall also furnish a signed agreement to indemnify the Town of Arlington for its use of public property as a sidewalk café/outdoor seating from any and all claims that may be brought against the Town in connection with such use. Such a signed agreement shall also acknowledge the Town's rights with respect to its property and the limitations of the permit (attached hereto).

5.) Compliance Requirements: By signing this application, the Applicant agrees to accept and comply with the following requirements:

- All services provided to sidewalk café customer and customer activity must occur within the designated sidewalk café area.
- Permit holder is responsible for proper supervision of the sidewalk café in order to ensure the requirements of this section are met.
- Permit holders must ensure that the requirements for operation are met. These include:
  - Patrons must wear shoes and shirts at all times.
  - All sidewalk cafes must maintain at least one opening for ingress and egress at all times. All sidewalk cafes shall abide by all requirements of the currently adopted International Building Code and the American's with Disabilities Act.
  - To the extent applicable, sidewalk cafes must adhere to all regulations pertaining to food and beverage enforced by the Board of Health and Board of Selectmen.
  - All areas within and surrounding a sidewalk café must be maintained in a clean, neat, and sanitary condition.
  - All permit holders shall be required to abide by all federal, state, and local laws.
  - Outdoor alcohol service (and food service when alcohol is served outdoors) shall conclude at or before 10:00 p.m. Sunday through Thursday, and at or before 11:00 p.m. Friday and Saturday.

6.) Other Regulations: By receiving a sidewalk café/outdoor seating permit, restaurants are not exempted from other federal, state, and local laws and regulations. Among other regulations, permit holders must comply with local zoning and state building code requirements along with Board of Selectmen and ABCC alcohol service regulations. Applicants

are strongly advised to ensure their plans comply with zoning and state building requirements by contacting Inspectional Services.

7.) Revocation: The sidewalk café permit may be revoked for failure to maintain the standards required for the initial permit. A notice of intent to revoke a sidewalk café permit shall be given in writing 10-days prior to actual revocation and shall specify the area or areas of failure to meet requirements and maintain conditions the Town may have imposed. If, during that period, proof of compliance is made to the satisfaction of designated Town Inspectors by the holder of the permit, the permit shall be continued in force.

- Applicant certifies that all current property taxes due on its licensed premises are paid if property is owned by the Applicant.
- Applicant agrees to permit the Town to periodically verify the accuracy of information contained in this Application and agrees to provide information requested to verify the accuracy of the information and the Certifications contained in this Application.

8.) Term & Non-Transferability: Each Sidewalk Café Permit is valid for one calendar year from the January 1<sup>st</sup> through December 31st and is non-transferable.

**I have read and fully understand the above rules and regulations applying to the approval of this permit.**

Dated \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
(Signature)

(Print Name & Address) \_\_\_\_\_

## **NOTE:**

**No sales or consumption of any alcoholic beverages can be allowed by the license holder in the patio area unless and until the changes to their location are approved by both the LLA, the ABCC and a new amended license (with the approved changes added to the description of premises) is issued.**

Go to: [www.mass.gov/abcc](http://www.mass.gov/abcc) website for the ABCC application - Alteration of Premises and return with this application.

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON

**SIDEWALK CAFÉ INDEMNIFICATION AGREEMENT & ACKNOWLEDGEMENT**

On behalf of the business applying for a Sidewalk Café (Outdoor Seating) license from the Town of Arlington Board of Selectmen, I, as a duly authorized agent of \_\_\_\_\_, a licensed restaurant operating within the Town of Arlington, acknowledge that I seek permission to use a portion of the public sidewalk in front of (or where permitted, adjacent to) the business premises to operate a sidewalk café/outdoor seating area. I understand that a Sidewalk Café permit does not give my business any right, title, or interest in any part of the sidewalk space approved for use.

Furthermore, I, as a duly authorized agent of \_\_\_\_\_, agree to hold harmless the Town of Arlington, its officers and employees, for any loss or damage arising from the use of the public sidewalk or the discontinuance of use resulting from an order, demand, or notice of any governmental agency with jurisdiction.

I understand that Board of Selectmen and/or any government agency with jurisdiction may revoke my permit to use public sidewalk space at any time for any reason whatsoever. The permit can be revoked for failure to comply with any terms and conditions of the permit or any agreements between my business and the Town of Arlington or for violation of any of the rules and regulations enforced by Board of Selectmen, the Department of Inspectional Services, the Police Department, or the Board of Health . I understand there will be no refund of any fees or compensation paid to the Town of Arlington.

I further agree to promptly remove any property placed on the sidewalk space or reimburse the Town of Arlington for the cost of moving my business' property upon receipt of any written notice, demand, or order to vacate the sidewalk space from a governmental agency with jurisdiction.

I certify that I have read and agree with the terms and conditions outlined both here and within the Sidewalk Café Permit Application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Town of Arlington, Massachusetts

---

### Approval: Caterers' License

#### Summary:

Douglas W. Heim, Town Counsel

#### ATTACHMENTS:

| Type                 | File Name   | Description  |
|----------------------|---|--|
| ▣ Reference Material | Supplemental_Requirements_Town_Property_D.Heim.docx | Supplemental Requirements for Service on Town Property |
| ▣ Reference Material | Caterers_License_Guidelines_D.Heim_2016.doc         | Caterer's License Guidelines                           |
| ▣ Reference Material | General_Caterers_Guidelines_P.Kraemer_2016.doc      | General Catering Guidelines/Requirements               |

**SUPPLEMENTAL REQUIREMENTS FOR SERVICE ON TOWN PROPERTY  
THROUGH A CATERER'S LICENSE (M.G.L. c 138 §12C)**

Pursuant to Massachusetts General Laws c. 138 §12C, licensed caterers must provide the Board of Selectmen and the Arlington Police Department notice of an catered event in which alcohol is served with forty-eight (48) hours advanced notice and meet other conditions as set forth therein.

The following **ADDITIONAL REQUIRMENTS** must be met as a **condition for permitting service** of alcohol through a caterer's license under c. 138 §12C on Town of Arlington property. A Catering Service serving alcohol on Town rental property **must**:

1. **Notify the managing body of the Town rental property 21 days in advance of the catered, alcohol-serving event.**
2. **Provide the Board of Selectmen with the Certificate of Insurance for General Liability, Workers' Compensation, and Liquor Liability. Liquor Liability insurance must be for \$1,000,000 coverage.**

The insurance certificate **must** state that the "**Town of Arlington**" (not the managing body) is listed as "**additionally insured**" for all coverage.

3. **Provide both the Police Department and the managing body with the name and 24-hour contact information for the event manager covering the event.**
4. **Provide the managing body with a sample menu in advance of the event, which must include for service substantial appetizers to be served concurrently with any alcohol service (i.e. alcohol service on Town property will not be permitted with cheese & crackers and/or charcuterie alone).**
5. **Ensure that reasonable security measures are implemented in order to:**
  - a. **Manage and cease alcohol service to unruly guests;**
  - b. **Prohibit access to alcohol by underage persons; and**
  - c. **Ensure the event is closed to the general public.**

**\*Managing bodies reserve the right to impose such further reasonable conditions and restrictions on the use of Town Property as consistent with c. 138 and the General Laws. Further, the Board of Selectmen, the Arlington Police Department, and managing bodies retain the option to waive such conditions and requirements listed above to those license-holders with demonstrated compliance records in catering events on Town properties**

**I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND ALL CATERER  
ALCOHOL SERVICE RULES AND REGULATIONS:**

---

**Manager, Catering Services**

**Date**

Printed name: \_\_\_\_\_

Printed title & Organization name: \_\_\_\_\_

Email: \_\_\_\_\_

## **CATERER'S LICENSE GUIDELINES (m.g.l. C 138)**

**The Catering Service must notify the following Arlington entities about the event booking at one of Arlington's venues (Arlington Town Hall, Whittemore Robbins House, Robbins Library):**

- \*Arlington Board of Selectmen**
- \*Arlington Police Department**

**This notification should be done 21 days in advance of the event.**

**The Catering Service must provide both the Board of Selectmen and the Arlington Police Department with the Certificate of Insurance for General Liability, Workman's Compensation, and Liquor Liability. Liquor Liability insurance must be for \$1,000,000 coverage.**

**The insurance certificate must state that the Town of Arlington is "additionally insured" for all coverage.**

**The Catering Service must provide both entities with the name and 24-hour contact information for the event manager covering the event.**

**The menu for the event must include substantial appetizers accompanying any alcohol served.**

---

**Manager, Catering Services**

**Date**

## **GENERAL CATERING GUIDELINES/REQUIREMENTS:**

The Caterer and Town Hall client **must** schedule a meeting at Town Hall with the event coordinator to go over all details, requirements, and plans.

### **REQUIREMENTS:**

**\*Temporary Food Establishment Permit from our local Board of Health.**

**\*General Liability Insurance/Liquor/Liability Insurance Certificate naming Town of Arlington as “additional insured” for the event.**

(If the Town Hall client is planning to use a caterer not on the preferred list - especially an out-of-state caterer - special permission must be received from the event coordinator.)

**\*Fire Permit for use of grill.**

**\*One-Day/Alcohol Permit from the Selectmen’s Office or Caterer's License from the State/ABCC**

**\*Food Trash/Garbage must be removed from the premises by the Caterer.**  
(Recycled items may be left in recycling bins at Town Hall)

**The kitchen must be left in the same condition in which it was found – counters wiped, floor wet-mopped.**

---

#### For inside use

400 vinyl stacking chairs.  
30 Windsor-style chairs, wood.  
10 six-foot collapsible buffet tables.  
10 eight-foot collapsible buffet tables.  
10 four-foot collapsible tables  
3 conference tables (Hearing Room)

#### Other equipment available:

1 Steinway Grand Piano/1 Spinet Piano  
4 Podiums  
Sound system (for speaking purposes only) Indoor Portable Sound System (Outdoor)





## Town of Arlington, Massachusetts

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### For Approval: Red Maple Tree Removal @ 58 Richfield Road

#### Summary:

Cynthia Johnston, 58 Richfield Road

#### ATTACHMENTS:

| Type                 | File Name                          | Description  |
|----------------------|------------------------------------|--|
| ▣ Reference Material | Johnston_appeal.pdf                | Resident appeal of DPW decision                                  |
| ▣ Reference Material | 58_Richfield_Denial_Letter_(1).pdf | Letter from M Rademacher to Ms. Johnston to deny removal of tree |
| ▣ Reference Material | 58_Richfield_Objections_(1).pdf    | C. Deshler and M. Durocher objections to tree removal            |

Original Message-----

From: <cindyjoy@yahoo.com>

To: "MKrepelka@town.arlington.ma.us" <MKrepelka@town.arlington.ma.us>

Date: Tue, 14 Jun 2016 18:30:33 +0000 (UTC)

Subject: Appeal for Board of Selectmen

Dear Marie Krepelka,

I am seeking permission to have a tree removed from in front of my house at 58 Richfield Rd. that has caused significant damage and will continue to do so. The sidewalk, my retaining wall, my driveway that I had to have repaved and the roots dislodged my sewer pipe which cost \$5600. to repair. I understand that it is my cost to have it removed and I will pay to have another tree planted. I have been through the procedure of advertising, posting and having a tree hearing. Two emails were sent (no one that lived anywhere near me) to the Department of Public Works not wanting any tree removals in Arlington, so my request was denied. Michael Rademacher, the Director of Public Works sent me a letter stating that I should contact the Board of Selectmen to procede with an appeal.

Sincerely,

Cynthia Johnston

781-643-3072

CindyNJOY@yahoo.com



## DEPARTMENT OF PUBLIC WORKS

TOWN OF ARLINGTON  
51 Grove Street  
Arlington, Massachusetts 02476  
Telephone (781) 316-3104, Fax (781) 316-3281

May 23, 2016

Cynthia Johnston  
58 Richfield Road  
Arlington, MA 02474

RE: 58 Richfield Road Tree Hearing

Dear Ms. Johnston:

As you had requested, a tree hearing was held on May 20<sup>th</sup> for the purpose of discussing the removal of a tree in front of 58 Richfield Road. As required by Massachusetts General Law, a notice of the hearing, which identified the size, type and location of the tree in question, was posted on the tree and at Town Hall and the Public Works building more than seven days prior to the hearing. In addition, the hearing was advertised in the Arlington Advocate on May 12<sup>th</sup> and 19<sup>th</sup>,

Prior to the hearing on May 20<sup>th</sup>, two forms of correspondence were received by this office opposing the removal. They are attached for your reference.

Due to the objections, your request to remove the tree is denied. If you care to appeal this decision, you can do so with the Board of Selectmen. Please contact the Selectmen's Office if you care to proceed with an appeal.

If you have any questions do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Rademacher", is written over the word "Sincerely,".

Michael Rademacher  
Director of Public Works

Christine Deshler  
65 Huntington Road  
Arlington, MA 02474

Tree Warden  
Town of Arlington  
51 Grove Street  
Arlington, MA 02474

Re: Tree Hearing 58 Richfield Road

Dear Sir:

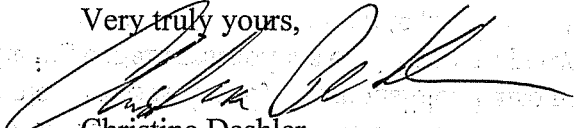
I write to oppose the removal of the red maple street tree at 58 Richfield Road, Arlington, Massachusetts.

Unless it presents a hazard to life or property, which this tree does not (or else a tree hearing would not have been scheduled), there is no reason to permit a mature, native street tree such as this to be removed. I find it particularly inappropriate for the town to permit the removal of large mature native street trees now after having just asked for and received from Town Meeting a substantial \$140,000 increase in the Natural Resources Division budget for the purpose of purchasing and maintaining town trees. To allow street trees to be removed while at the same time begging for additional money to plant trees is fiscally irresponsible. I also note that the same Town Meeting passed a bylaw placing certain restrictions on private property owners from cutting trees down during construction work on their own private property. What kind of message is the town sending to those private property owners when it shows an unwillingness to protect its own trees?

Finally, I would like to add that I could not find a notice of the tree hearing on the DPW's website under "News and Notices" nor was the tree hearing listed on the town's website calendar. I therefore request that the hearing be postponed until additional notice is given so that others may have the opportunity to voice their objections as well.

Should the property owner requesting the removal of this street tree appeal any decision by you to deny the removal of the tree, I respectfully request that this letter be forwarded to the Board of Selectmen.

Very truly yours,

  
Christine Deshler

---

**Ask a Question Details**

---

\*Category:

Public Works ▼

\*Sub Category:

Public Works - Other ▼

\*Subject:

Tree hearing Input re: 58 Ritchfield Rd

\*Provide details here:

I am not in favor of removing the mature and nicely shaped Red Maple in front of 58 Ritchfield Road. It is an community asset to have this native tree as part of the town's tree canopy. It appears sound and without any imminent areas of concern that would make safety an issue. Please retain this tree for Arlington.

Michelle Durocher  
Town Meeting member, Pct 19

---

**Message History**

---

Christine Deshler  
65 Huntington Road  
Arlington, MA 02474

Tree Warden  
Town of Arlington  
51 Grove Street  
Arlington, MA 02474

Re: Tree Hearing 58 Richfield Road

Dear Sir:

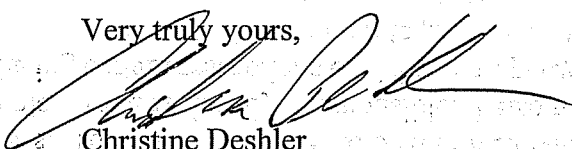
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Christine Deshler

Ask a Question Details

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Public Works ▼

\*Sub Category:

Public Works - Other ▼

\*Subject:

Tree hearing Input re: 58 Ritchfild Rd

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Michelle Durocher  
Town Meeting member, Pct 19

Message History



## Town of Arlington, Massachusetts

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**Request: One Space On Street Overnight Parking @ 35 Addison Street**

**Summary:**

Dorothy Louise

**ATTACHMENTS:**

| Type                 | File Name                  | Description  |
|----------------------|----------------------------|--|
| ▢ Reference Material | Addison_Street_Parking.pdf | Inspections Summary Report, Police memo, Fire memo, Louise request, meeting notice |



## INSPECTIONS SUMMARY REPORT

Type of Request: One Space, On Street Overnight Parking Application

Name of Applicant: **Dorothy Louise**

Address: **35 Addison Street**

The following Departments have **no objections** to the issuance of said permit:

- Police \_\_\_\_\_
- Fire \_\_\_\_\_

The following Departments have **objections** to the issuance of said permit:  
(see attached)

- Police \_\_\_\_\_ **X**
- Fire \_\_\_\_\_ **X**

# ARLINGTON POLICE DEPARTMENT

**CHIEF OF POLICE**  
Frederick Ryan



*Town of Arlington*  
MASSACHUSETTS 02474

POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900  
Facsimile 781-316-3919

## MEMORANDUM

TO: Marie Krepelka  
Board Administrator

FROM: Officer Corey P. Rateau  
Traffic and Parking Unit

DATE: July 13, 2016

RE: One Space, On-Street Overnight Parking @ 35 Addison Street

---

At your request, I looked into and spoke with Ms. Dorothy Louise regarding her petition for one overnight parking space at her residence at 35 Addison Street. Upon review of all of the information, the Traffic and Parking Unit does not support the issuance of this waiver.

Ms. Louise was advised of the exigent circumstances that would warrant an exemption from the overnight parking ban and she did not meet any of them. She simply stated that her son was coming back to live at the residence with his vehicle and that the Town needed to provide a space for him. She was advised multiple times that knowingly taking on another vehicle without sufficient off-street parking did not require the Town to provide an exemption to the longstanding overnight parking ban.

Also, there are safety concerns with permitting parking in front of the residence. The property is at the end of a narrow, dead-end street and has a fire hydrant in front of it. Any emergencies at the end of the roadway or on the pond requiring a response with multiple fire apparatus could be compromised with vehicles parked in front of the residence.

Cc: Frederick Ryan, Chief of Police  
Capt. Julie Flaherty, Support Services Commander  
Lt. Paul Conroy, OIC / Traffic, Details, and Licensing  
Deputy Chief John Kelly, Arlington Fire Operations  
Adam Chapdelaine, Town Manager

*"Proactive and Proud"*

**From:** "John Kelly (Fire Dept)" <JKelly@town.arlington.ma.us>  
**To:** "Fran Reidy" <FReidy@town.arlington.ma.us>, "Corey Rateau" <CRateau@town.arlington.ma.us>  
**Date:** 07/14/2016 10:37 AM  
**Subject:** 35 Addison St

---

After reviewing the petition for overnight parking the Fire Dept.. is not in favor of approving it. Any parking on that street, a dead end, would hinder apparatus placement in case of a fire. There is a hydrant right in that area as well as access to the lake which may also be compromised by having cars parked on the street. A review of that property does show what looks like a 2 car garage with 2 additional areas for off street parking in front of it.

For the above stated reasons we are against the town approving this on street overnight parking space.

Thank You

Deputy Chief John R Kelly  
Arlington Fire Dept.  
Operations Division  
781-316-3803

RECEIVED  
SELECTMEN'S OFFICE  
ARLINGTON, MA 02476

2016 JUN 17 PM 12:01

Diane Mahon  
Board of Selectman  
Town Hall  
730 Massachusetts Ave.  
Arlington, MA 02476

June 14, 2016

Dear Selectman Mahon,

I was recommended by Ms. Fran Reidy to write this letter to apply for an exemption to overnight parking. I have been a resident at 35 Arlington Street in Arlington since 1995. My home is the last house on the right. Addison is a dead end street. Past my house is Spy Pond. My driveway is limited; there is no space to expand the driveway; and there is no choice to park elsewhere, but on the street.

Please contact me with any other information that you may need.

Sincerely,



Dorothy Louise  
35 Addison Street  
Arlington, MA 02476  
781-504-8939 cell  
781-641-4647 house  
[dlouise3@gmail.com](mailto:dlouise3@gmail.com)

## OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
KEVIN F. GREELEY  
STEVEN M. BYRNE  
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

June 29, 2016

Dorothy Louise  
35 Addison Street  
Arlington, MA 02476

Dear Ms. Louise:

The Board of Selectmen will be discussing your request for on street overnight parking at their meeting on Monday, July 18th in the Selectmen's Chambers, Town Hall, 2<sup>nd</sup> Floor. The meeting begins at 7:15 p.m. You or your representative is invited to be in attendance at this meeting.

Kindly call the office of the Board of Selectmen to confirm the date and time with either Mary Ann or Fran.

Thank you.

Very truly yours,  
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka  
Board Administrator

MAK:fr



## Town of Arlington, Massachusetts

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### Presentation and Approval: Handicap Parking Space Project

#### Summary:

Darcy Devney and Cynthia DeAngelis, Commission on Disabilities

#### ATTACHMENTS:

| Type                 | File Name                         | Description                  |
|----------------------|-----------------------------------|------------------------------|
| ▣ Reference Material | Businesses_Communicated_with.docx | Businesses Communicated With |
| ▣ Reference Material | Map_Current_New_HP_(3).pdf        | Map Current New HP           |
| ▣ Reference Material | Proposed_New_HP_Spots_(1).pdf     | Proposed New HP Spots        |

Businesses Communicated with (In-person, left info, via email) = ~200  
In 40+ cases, spoke directly with owner.

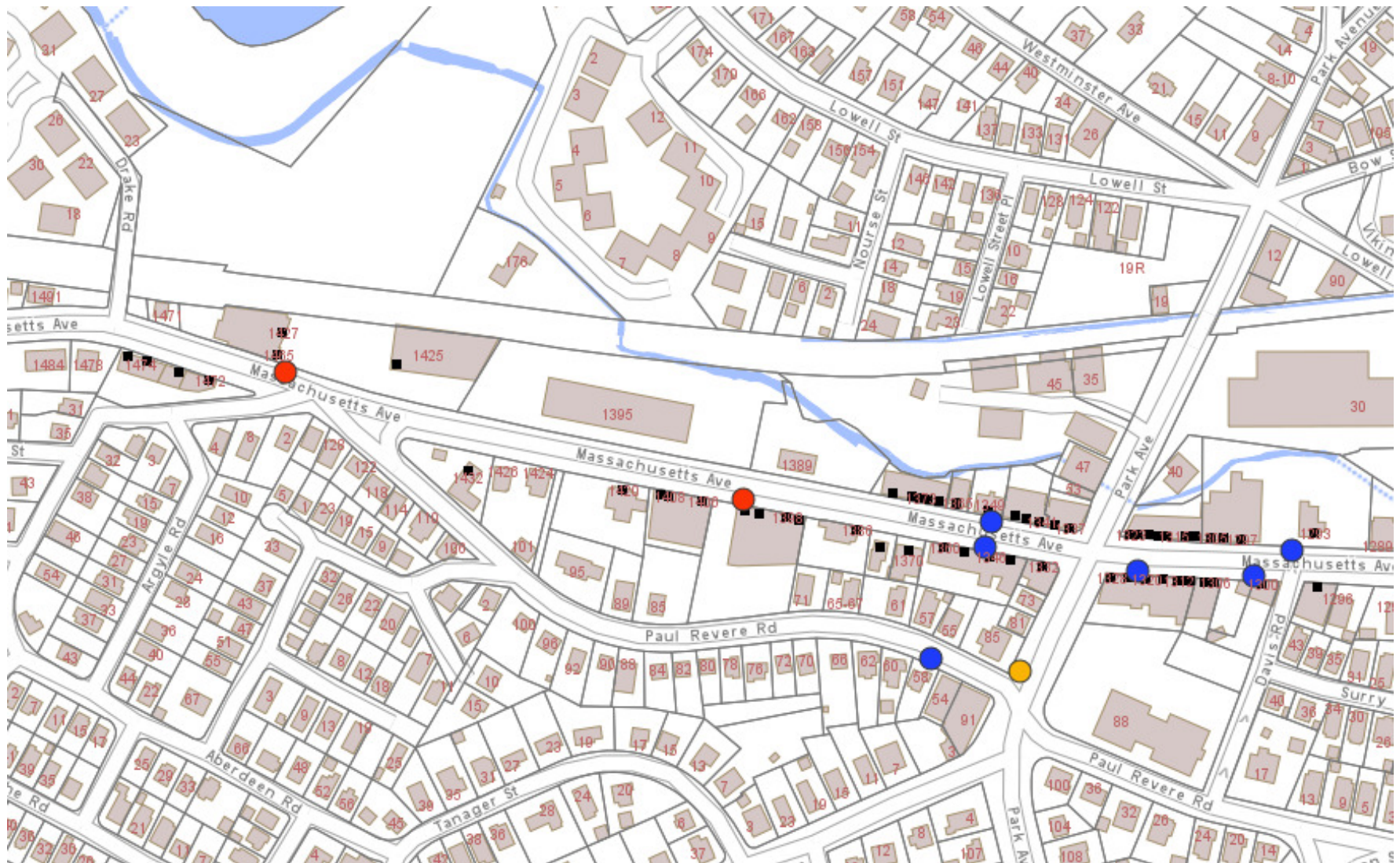
|                         |                      |                      |
|-------------------------|----------------------|----------------------|
| 13 Forest               | Boyle's              | European Hair Design |
| 7 * Grocery             | BP Framing           | EyeLevelLearn        |
| A & A Deli              | BR BBQ               | Fantasy Nails        |
| A'barbershop            | Brick. Pizza         | Fidelity Hse         |
| Acitron                 | Brown F Arch         | Fischera Art         |
| ACMI                    | Calvry Church        | Fitness First        |
| AH Realtors             | Camb S Bank          | Fitness Studio       |
| Allure Hair             | Camilla's            | Flag                 |
| Anderson's Florist      | Cap Theatre          | Food Pantry          |
| Andrina's               | Capri Pizza          | Fox Library          |
| Anthony's Deli          | Casa Esme Nrsry Schl | Fushion Taste        |
| Arl Bakery              | Century 21           | Gail Ann's           |
| Arl Fuel Co             | Charlene's Barber    | GalaxyMkt            |
| Arl Hair Salon          | Chilly Cow           | Gentle Dental        |
| Arl House Pizza         | Citizen's Bank       | Giles Wines          |
| Arl Infant Toddler Care | Clay Dreams          | Go Play              |
| Arl Optique             | Clip Joint           | Grace Nails          |
| Arl Package             | Common Grnd          | Gronemeyer           |
| Arl Shoe Repair         | Commune K            | H&R Block            |
| Arl Vision Ctr          | ComPro               | Hair Say 2           |
| Arlington Ctrd          | Compute Café         | Hear USA             |
| Arlngtn Diner           | Congreg. Church      | Heights Barber       |
| ArtBeat Creativity      | Continente           | Helen Nails          |
| Artful Heart            | Costume Co           | Henry Bear           |
| Artwear                 | Credentials          | Highrock Church      |
| Autobody                | CS Furnitur          | Highrock Church      |
| Balichs                 | D'aggs Deli          | Horizons             |
| Barismo                 | D'Agostino           | In-Shape             |
| Beaujola's              | Dallin Museum        | J&D Cleaners         |
| Beauty Corner           | Derby Farm           | J&L Hair             |
| Black C Yoga            | Digumms              | Jacqui's Salon       |
| Body Tune Massage       | Drum Connect         | Janette Tailor       |
| Book Rack               | Dunkin Don           | Jimmy's              |
| Bouvier Jwlry           | Dunkin Donut         | Korean Fashion       |
|                         | Edible Arrng         | Kumon                |
|                         | Elton's Beef         |                      |

|                      |
|----------------------|
| La Mirage            |
| Laundromat           |
| Laura Sewing         |
| Leader Bank          |
| Leader Finan         |
| Lex Driving          |
| Little Q Hot P       |
| Lucky Dragon         |
| Luv & Other          |
| M.Y. Salon           |
| Madrona Tree         |
| Magic Bites          |
| Magic Dragon         |
| Maida Pharm          |
| Mami                 |
| Marchelle Coiffures  |
| Maxima               |
| May's Nails          |
| Menot Wine           |
| Merle Norman         |
| Mill B Animal        |
| Mman Repair          |
| Mosaic               |
| Music Studio         |
| My Brother's         |
| Ner Kitchen          |
| new vet (pets)       |
| New Dimension        |
| Office Bldg/ Medical |
| Olymp Pizza          |
| Oreck Vac            |
| P & S Tailor         |
| Papa Gino            |

|                       |
|-----------------------|
| Pasha                 |
| Pear Tree Hr          |
| Phelan & S            |
| PlayTime              |
| Prime Butcher         |
| Punjab                |
| Quad Cycle            |
| Quebrada              |
| Quinn Group           |
| R&H Funeral           |
| Rainbow Clnr          |
| RanchRoof             |
| Regent Thtre          |
| Regina's              |
| Rental Group          |
| Retro Burger          |
| Ristorante O          |
| Robbins Library       |
| Robert Insur          |
| Ronald Riesz          |
| S & O'Cl              |
| Sabatino's            |
| Sabzi Restaurant      |
| Sanford Camera        |
| Scoop n Scoot         |
| Shangai Village       |
| Something S w/o Wheat |
| Sports Etc            |
| Sprint                |
| St Agnes Church       |
| Star Nails            |
| Starbucks             |
| Stella's Hair         |
| Sugo                  |
| Sunny Clean           |

|                        |
|------------------------|
| Swanson's Jewelers     |
| Sweet Chili            |
| SwiftlyPrint           |
| Symmes Mini-mart       |
| T. Joes & Starbucks    |
| T.L Nails & Spa        |
| Tango                  |
| TC Jewelers            |
| TerraNostra            |
| Tiki-In                |
| Tony's Barber Shop     |
| Torchlight             |
| Trinity Baptist Church |
| True North             |
| Tryst                  |
| Tw Cleaners            |
| Upholstery B           |
| UPS Store              |
| Utopia Clnr            |
| VCA Cats               |
| Victoria Taq.          |
| Villa Pizza            |
| Vincent's Barber Shop  |
| Wild Child             |
| Wish Salon             |
| Wood & Strings         |
| Wyman, Dr.             |
| Yoga                   |
| Za                     |
| Zhen Ren Martial Arts  |
| Zhu                    |





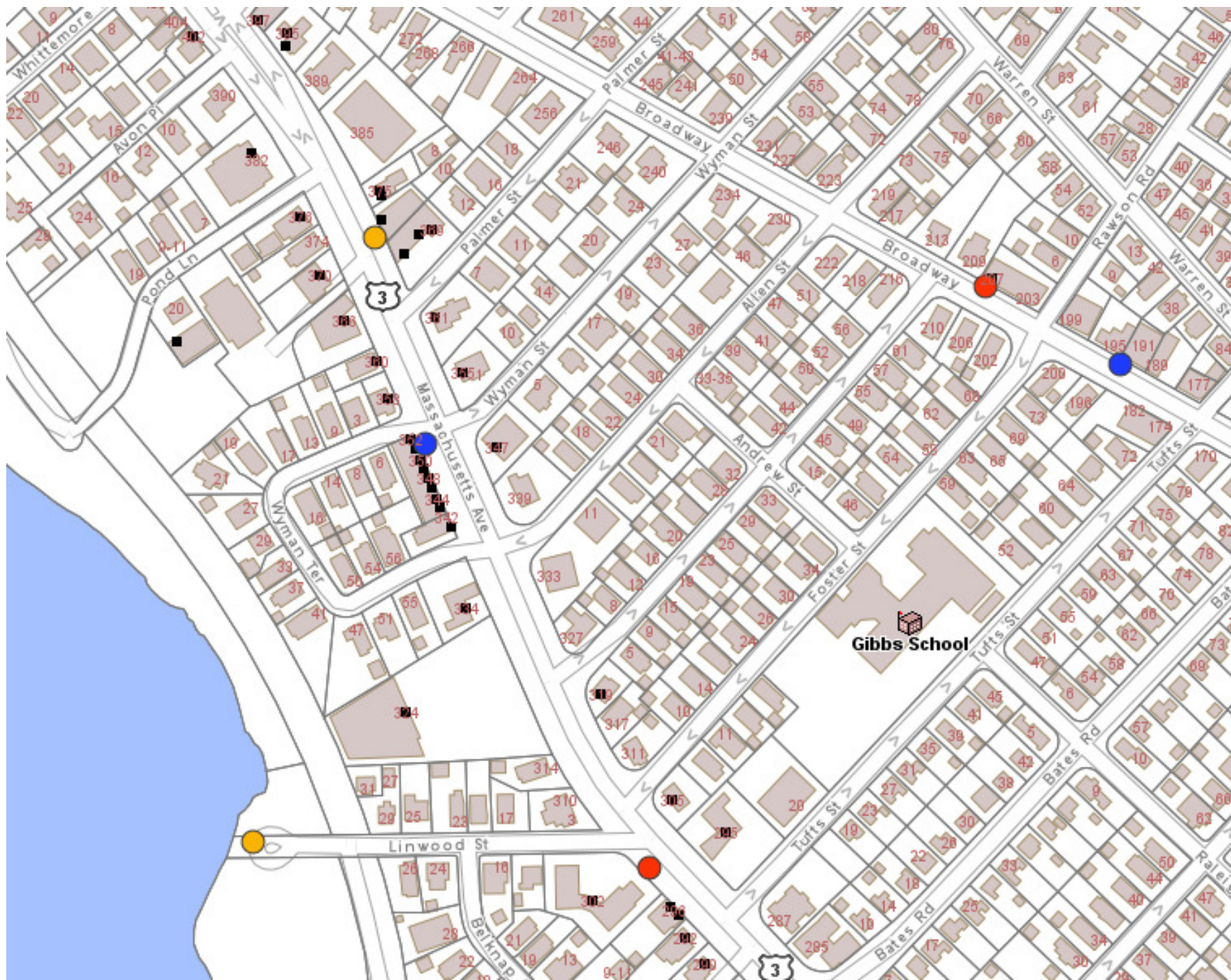




















| Address                   | Business                    | Before, After, or In? |           |          |        |          |         |           | Any Obstacles? |              |       |         |          |            |  | NOTES, inc.<br>Person you Spoke<br>with/handed info to? | Who checked |
|---------------------------|-----------------------------|-----------------------|-----------|----------|--------|----------|---------|-----------|----------------|--------------|-------|---------|----------|------------|--|---|-------------|
|                           |                             | Curb Cut              | Crosswalk | Driveway | Street | Bus Stop | Bumpout | High Curb | Lampost        | Utility Pole | Bench | Planter | Overhead | Pole Avail |  |   |             |
| 1465 Mass Ave             | T. Joes & Starbucks         | Y                     | Y         | N        | N      | N        | N       | N         | N              | Y            | N     | N       | N        | N          |  | manager   | CA,SS       |
| 1398 Mass Ave             | Prime Butcher               | Y/B                   | Y/A       | Y        | N      | N        | Y/A     | N         | Y/B            | N            | N     | Y/B     | N        | Y          |  | Scott Carter,Mgr  | CA/SS       |
| 85 Park A                 | ACMI                        | Y                     | Y         | N        | Y      | N        | N       | N         | Y              | Y            | N     | N       | N        | ?          |  | (diagonal). Info left                                   | CA/SS       |
| 1095 Mass Ave             | Jimmy's                     | Y/A                   | Y/A       | Y/B      | Y/A    | Y/A      | N       | N         | N              | Y/B          | N     | N       | N        | Y          |  | manager   | CA/SS       |
| 1064 Mass Ave             | Dr. Wyman                   | Y                     | Y         | N        | Y      | N        | N       | N         | N              | N            | N     | N       | N        | N          |  | has ramp on School St                                   | DD          |
| 906 Mass Ave              | New Dimension               | Y                     | N         | Y        | N      | N        | N       | N         | N              | N            | N     | N       | tree     | N          |  | suggests HP space here, why not?                        | DD          |
| 820 Mass Ave              | Marchelle Coiffures         | Y/B                   | Y/A       | N        | Y      | N        | N       | N         | Y              | N            | N     | N       | N        | Y          |  | George Familiar, owner of block, wants HP space         | CD/SS       |
| 819 Mass Ave              | Arl Infant Care             | Y                     | Y         | N        | Y      | N        | N       | N         | N              | N            | N     | N       | N        | N          |  | Afi says sure!  | DD          |
| 19 Mill St                | Millbrook Sq                | Y                     | Y         | N        | N      | N        | N       | N         | N              | N            | N     | N       | tree     | N          |  | 1 hr parking only 9am-7pm                               | DD          |
| 725 Mass Ave (on Central) | Gentle Dental               | Y                     | Y         | N        | N      | N        | N       | N         | N              | N            | N     | N       | N        | Y          |  | Michelle Bernadini pos                                  | CD/SS       |
| 703 Mass Ave              | Citizen's Bank (drive-thru) | Y                     | Y         | Y/B      | Cross  | N        | N       | N         | N              | N            | N     | N       | N        | N          |  | left info?  | CD          |
| 700 Mass Ave              | Robbins Library             | Corn                  | Y/A       | Y/A      | N      | Y        | N       | N         | Y              | N            | N     | N       | N        | Y          |  | Library Director, Nicolay, says YES                     | DD          |
| 673 Mass Ave              | Camilla's                   | Y                     | Y         | N        | N      | N        | N       | N         | N              | N            | N     | N       | N        | N          |  | owner says yes!   | CA/SS       |
| 458 Mass Ave              | Heads Up                    | Y                     | Y         | N        | N      | N        | N       | N         | N              | N            | N     | N       | Tree     | ?          |  | CLOSED  | MD          |
|                           |                             |                       |           |          |        |          |         |           |                |              |       |         |          |            |  |   |             |
|                           |                             |                       |           |          |        |          |         |           |                |              |       |         |          |            |  |   |             |

|                         |                          | Before, After, or In? |           |          |        |          |         |  | Any Obstacles? |            |              |       |         |          |            |   |             |
|-------------------------|--------------------------|-----------------------|-----------|----------|--------|----------|---------|--|----------------|------------|--------------|-------|---------|----------|------------|---|-------------|
| Address                 | Business                 | Curb Cut              | Crosswalk | Driveway | Street | Bus Stop | Bumpout |  | High Curb      | Lampost    | Utility Pole | Bench | Planter | Overhead | Pole Avail | NOTES, inc.<br>Person you Spoke<br>with/handed info to? | Who checked |
| 2 Medford<br>(449 Mass) | Leader Bank              | Y                     | Y         | N        | N      | N        | N       |  | N              | N          | N            | N     | N       | N        |            | Azrate, Manager   | MD          |
| 311<br>Broadwy          | Vacant<br>(was ArtHeart) | N                     | N         | N        | N      | Y        | N       |  | N              | At<br>Back | N            | N     | Next    | N        | N          | (lost lease, moving)<br>Tanya Abraham                   | MD          |
| 369 Mass Ave            | The Arl Ctr              | N                     | N         | Y        | N      | N        | N       |  | N              | N          | N            | N     | N       | tree     | N          | move bicycle rack                                       | CD          |
| Linwood Circ            | Spy Pond                 | N                     | N         | N        | N      | N        | N       |  | N              | N          | N            | N     | N       | N        | N          | Add curb cut  | BK          |
| 300 Mass Ave            | Calvry Church            | Y                     | Y         | Y        | Y      | N        | N       |  | N              | N          | N            | N     | N       | tree     | N          | left msg church office                                  | DD          |
| 230 Mass Ave            | Fischera Art             | N                     | N         | Y        | N      | N        | N       |  | N              | Y          | Y            | N     | N       | N        | Y          | (home office), step up                                  | MD          |
| 188 Mass Ave            | Camb S Bank              | N                     | N         | N        | N      | N        | N       |  | Y              | N          | N            | N     | N       | N        | N          | Rich Bertolucci,mngr                                    | MD          |
| 175 Mass Ave            | Fox Library              | Y                     | Y         | N        | Y      | N        | N       |  | N              | N          | N            | N     | N       | N        | N          | MOVE from RO.Yvonne,<br>move bicycle rack               | MD          |
| 1 Melrose               | Casa Esme                |                       |           |          |        |          |         |  |                |            |              |       |         |          |            | wants addl HP on side                                   |             |
| 152 Mass Ave            | Nrsry Schl               | Y                     | N         | Y        | N      | N        | N       |  | N              | N          | N            | N     | N       | N        | Y          | Geoff Perkell (is HP)                                   | MD          |
| 138 Mass Ave            | Za                       | Y                     | Y         | N        | Y      | N        | Y       |  | N              | N          | N            | N     | N       | N        | N          | Bob, supervisor   | MD          |
| 108 Mass Ave            | Clip Joint               | Y                     | Y         | N        | Y      | N        | N       |  | N              | N          | N            | N     | N       | N        | N          | Julie Crooker, owner                                    | CD          |
| 207 Broadwy             | Beaujolais               | N                     | N         | Y        | N      | N        | N       |  | N              | N          | N            | N     | N       | tree     | N          | Michelle, owner   | BK          |
| 117 Broadwy             | Food Pantry              | Y                     | Y         | Y        | Y      | N        | N       |  | N              | N          | Y            | N     | N       | N        | Y          | JoAnn, Food Link  | DD          |
| 64 Broadwy              | Boyle's                  | Y                     | Y         | N        | Y      | N        | N       |  | N              | N          | N            | N     | N       | N        | Y          | Elly, employee  | BK          |
|                         |                          |                       |           |          |        |          |         |  |                |            |              |       |         |          |            |   |             |
|                         |                          |                       |           |          |        |          |         |  |                |            |              |       |         |          |            | 27 New Spaces   |             |
|                         |                          |                       |           |          |        |          |         |  |                |            |              |       |         |          |            | 20 Red, 7 orange  |             |
|                         |                          |                       |           |          |        |          |         |  |                |            |              |       |         |          |            | (+ 1 Space Moving)                                      |             |





## Town of Arlington, Massachusetts

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### Request: Bus Stop Relocation @ 134 Massachusetts Avenue

#### Summary:

Peter Boretos, The Arlington Diner and Restaurant

#### ATTACHMENTS:

|   | Type               | File Name                    | Description               |
|---|--------------------|------------------------------|---------------------------|
| 📎 | Reference Material | Boretos_e-mail.pdf           | P. Boretos e-mail request |
| 📎 | Reference Material | Arlington_Diner_Petition.pdf | Petition                  |

**From:** Peter Boretos <pnboretos@me.com>  
**To:** mkrepelka@town.arlington.ma.us  
**Cc:** lwiener@town.arlington.ma.us  
**Date:** 05/25/2016 06:18 PM  
**Subject:** 134 Mass. Ave. bus stop relocation request

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Dear Marie Krepelka,

I hope this email finds you well. I am contacting you today with concern from a small business that has been located on Mass Ave. in Arlington for many decades, The Arlington Diner and Restaurant (located on 134 Mass Ave.). The purpose of this email is to request that the bus stop, which was moved in front of The Arlington Diner and Restaurant a few months ago, be relocated because of the inconvenience and negative impact it is having on our customers business.

Before I explain how the bus stop is affecting the business and customers, I would like to first thank you and whoever else has put in effort to make the Massachusetts Avenue project possible. Mass Ave. has changed tremendously for the better and this will most definitely help businesses thrive. With that said, I would like to now discuss why the bus stop is negatively affecting our customers and business.

Prior to the bus stop being moved, there were two parking spots available in front of the restaurant. Although only two spaces were lost, the impact on our business and the satisfaction of our patrons is noticeable and has been brought to our attention by a majority of our customers. This issue is also important to address because the spaces across the street are limited to only 15 or 30 minutes which is another factor limiting our patrons' options for parking. The primary reason that has pushed me to contact you is that many of our patrons have continuously complained about the parking situation after the bus stop was moved. As I am sure you know, businesses rely on their patrons to keep the establishment running and their satisfaction is of top priority. While I am aware that the town of Arlington is doing their best and has the town's best interest in mind, I want to extend my concern to request that the bus stop be relocated.

I have taken the liberty to cc Laura Wiener whom I spoke to earlier today about this issue. I greatly appreciate you taking the time to read through my concern and I look forward to hearing back from you soon.

Best regards,  
Peter Boretos




Xgender  
7/18/16

## Petition to the Arlington Board of Selectmen

|  |  |
|--|--|
| <b>Petition summary and background</b> | Move the existing bus stop in front of the Arlington Diner and Restaurant, 134 Mass. Ave., one block east to the corner of Varnum and Mass. Ave. The existing bus stop was a result of the Mass. Ave Improvement Project in East Arlington but has made the restaurant inaccessible to many Senior, infirm and disabled customers. |
| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens and loyal employees and customers of the Arlington Restaurant and Diner who urge our leaders to act now to petition the MBTA to move the existing bus stop. The bus stop has created a safety hazard and has made the restaurant inaccessible for many long-time customers.            |

| Printed Name         | Signature   | Address                           | Comment  | Date    |
|----------------------|-------------|-----------------------------------|--|---------|
| Richard Farrelly     | [Signature] | 50 Kimball Rd                     | move bus stop  | 6-17-16 |
| Lawrence Lawrence    | [Signature] | 54 Medford St                     | Move bus stop  | 6-17-16 |
| Gavin Levy           | [Signature] | 87 Pleasant                       | Move it, be kind                                       | 6/17/16 |
| DENNIS FOX           | [Signature] | 4 Winslow St.                     | ARLINGTON MA.  |         |
| Rebecca Gruber       | [Signature] | 215 Pleasant St. Arlington, MA.   |  | 6/17/16 |
| Koorosh Zarrinbakhsh | [Signature] | 40 DAVIS AVE, ARLINGTON, MA 02479 | This is a nice Diner! Let's keep it alive              | 6/17/16 |
| STEPHEN WEN          | [Signature] | 405 BARNY RD. NEW ORLEANS         | Good work!   | 6/17/16 |
| James Moore          | [Signature] | 6 Marathon St Arlington           |  | 6/17/16 |
| Charles Atte         | [Signature] | 61 Garden St.                     |  | N       |
| Virginia Lawrence    | [Signature] | 63 Oedipus St.                    |  | 6-17-16 |
| Susan Hanlon         | [Signature] | 98 Medford St. ARL. 02474         | It would help elderly people who eat at the restaurant | 6/17/16 |









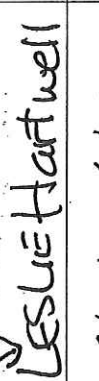


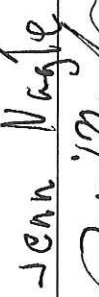

| Printed Name      | Signature   | Address              | Comment | Date    |
|-------------------|---|----------------------|---------|---------|
| Katrina           |    | 34 Forest St         |         | 6/17/18 |
| Billy Wicks       | Billy Wicks   | 8 Wellington St      |         | 6/17/16 |
| Mary Hendry       | Mary A. Hendry  | 10 Lehigh St         |         | 6/18/16 |
| Dorothy Hogan     | Dorothy Hogan   | 290 Mass Ave         |         | 6/18/16 |
| Rose Marie Keefe  | Rose Marie Keefe  | 8 Adams St           |         | 6/18/16 |
| Margaret Strahl   | 130 Warren St   | Ark. Jones           |         | "       |
| Christine Wilson  | 995 Mass Ave  | 995 Mass Ave         |         | 6-18    |
| Robert Delano     | Robert Delano   | 975 Mass Ave         |         | 6-18    |
| Sergeant Murphy   | Sergeant Murphy   | 59 Tapp St           |         | 6-18    |
| Konstantinos Tsak |   | 34 Forest Ave        |         | 6/17    |
| Maria Connors     | Maria E. Connors  | 54 Marlboro St       |         | 6/18    |
| Fred Connors      | Fred Connors  | 603 Randolph St      |         | 6/19    |
| Alvin Fafalakis   | Alvin Fafalakis   | 25 Thornelee St      |         | 6/20    |
| Eric Berg         | Eric Berg   | 276 Mass Ave Apt 310 |         | 6/20    |
| Doug Fafalakis    | Doug Fafalakis  | 12 Hayes St          |         | 6/20    |
| Sergio Fafalakis  |  | 12 Hayes St          |         | 6/20    |

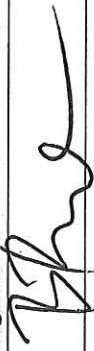















| Printed Name     | Signature        | Address                       | Comment  | Date    |
|------------------|------------------|-------------------------------|--|---------|
| Tom Mallard      | TJ Mallard       | 91 Fairmont St                |  | 6/20/16 |
| De Mallard       | De Mallard       | 91 Fairmont St                |  | 6/20/16 |
| Cheryl Sweeney   | Cheryl Sweeney   | 29 Locke St                   |  | 6/20/16 |
| Bill Bessie      | Bill Bessie      | 1448 MASS AVE                 |  | 6/20/16 |
| Curtis Nelson    | Curtis Nelson    | 25 Norfolk Rd.                | This is a great community getting place - keep running!            | 6/20/16 |
| Peter J Messier  | Peter J Messier  | 18 University Rd              |  | 6/20/16 |
| Scott Feusid     | Scott Feusid     | 116 Franklin St               |  | 6/20/16 |
| David Bourgeois  | David Bourgeois  | 158 Lowell St                 |  | 6/20/16 |
| Jason Lachapelle | Jason Lachapelle | 78 Harton St                  |  | 6/20/16 |
| Lynne            |                  |                               |  |         |
| Blanca Robillard | Blanca Robillard | 54 Meadmore St<br>Arlington   |  |         |
| Ana Marie Paradi | Ana Marie Paradi | 125 Stoughton St<br>Arlington |  | 6/20/16 |
| David Paradi     | David Paradi     | 19 Stoughton St<br>Arlington  |  | 6/20/16 |
| William Carr     | William Carr     | 39 Stoughton St               |  | 6/20/16 |
| Kelly Williams   | Kelly Williams   | 110 Mary Street               |  | 6/20/16 |
| Quinn Sember     | Quinn Sember     | 7 Elm St, Medford             | A regular customer in Arlington Business especially Arlington Over | 6/20/16 |



## Petition to the Arlington Board of Selectmen

|  |  |
|--|--|
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| Printed Name      | Signature   | Address           | Comment | Date    |
|-------------------|---|-------------------|---------|---------|
| AKO KHEUTYAN      |    | 803 MASS AVE      |         | 6-17-17 |
| JOSEPH            |    | 805 MASS AVE      |         | 6-17    |
| Michael Walsh     |    | 122 Dow Ave.      |         | 6-18    |
| Andrea Pook       |    | 10 White St.      |         | 6-18    |
| Eric Anderson     |    | 34 Hamilton       |         | 6-18    |
| DANIEL JAMESON    |   | 11 OAKEDGE ST     |         | 6/18    |
| Leslie Hartwell   |  | 11 Oakledge St    |         | 6/18    |
| Robert W. Malone  |  | 267 Highland Ave  |         | 6/18    |
| William J. Malone |  | 207 HIGHLAND AVE  |         | 6/18    |
| Jean Nagle        |  | 157 Melford St    |         | 6/18    |
| David Nagle       |  | 14 Richardson Ave |         | 6/18    |

| Printed Name        | Signature   | Address             | Comment   | Date    |
|---------------------|---|---------------------|---|---------|
| Ben Bernhardt       |    | 30 Eustis St.       |   | 6/18    |
| Bill Smith          |    | 255 Eung St         |   | 6/18    |
| Erin Barr           |    | 61 Chandler St.     |   | 6/18    |
| Jason Ebbach        |    | 88 Milton St.       | Please relook bus stop  | 6/18    |
| Anne Kelly Catlin   |    | 43 Fox Meadows Lane | PL Access issue<br>Please move bus stop                           | 6/18    |
| Ellen K Collins     |    | 43 Fox Meadows Lane | important for elderly   | 6/18    |
| Peter Ruffopoulos   |    | 39 Milton St        | Elderly parking   | 6/18    |
| Emily + Derek Logan |    | 46 Colonial Dr      | handicapped parking<br>for older people                           | 6.18    |
| DAVID MCGINTY       |    | 45 No. Union St.    |   | 6/18    |
| Joe Vincent         |   | 15 High Winton Rd   |   | 6/18    |
| Amy Primmer         |  | 32 Egerton Rd       | desperately need<br>parking, especially<br>for elderly + handicap | 6/18    |
| Melissa Novello     |  | 30 Egerton Rd       | discriminates against<br>handicap / elderly                       | 6/18/16 |
| Kimberly J O'Leary  |  | 127 Hemlock St      | Bad for business  | 6/18/16 |
| Patrick O'Leary     |  | 127 Hemlock St      | need parking for<br>families w/ small kids                        | 6/18/16 |
| Angie Boyce         |  | 438 Mass Ave #352   |   | 6/18/16 |
| Scott Gadd          |  | 438 Mass Ave #352   |   | 6/18/16 |



| Printed Name          | Signature                    | Address                 | Comment   | Date      |
|-----------------------|------------------------------|-------------------------|---|-----------|
| Grace Lin             | <i>Grace Lin</i>             | 39 Uline St. Arlington  |   | 6/18/16   |
| Karen Uminski         | <i>Karen Uminski</i>         | 15 Newman Way Arlington |   | 6/18/2016 |
| Melissa Morera Ellis  | <i>Melissa Morera Ellis</i>  | 50 Dorothy Road         | Bad for business  | 6/18/2016 |
| Mark Ellis            | <i>Mark Ellis</i>            | 50 Dorothy Rd           | Move to original spot                                   | 6/18/16   |
| Ivan Levine           | <i>Ivan Levine</i>           | 22-A Prescott St        | Please move the bus business, stop to a better spot for | 6/18/16   |
| Michael Dugg          | <i>Michael Dugg</i>          | 30 Moulton Rd           | Please move. Actual location for bus spot               | 6/18/16   |
| Xavier Holland        | <i>Xavier Holland</i>        | 64 Lake Street          |   | 6/18/16   |
| Megan Haurican        | <i>Megan Haurican</i>        | 179 Hillside Ave        | Bus driver - move - not on site (stop)                  | 6/18/16   |
| Karen Costa           | <i>Karen Costa</i>           | 29 Avon Place           | Move bus stop!  | 6-18-16   |
| Nicole Costa          | <i>Nicole Costa</i>          | 29 Avon Place           | Please move bus stop                                    | 6-18-16   |
| Debra R. deavitt      | <i>Debra R. deavitt</i>      | 2 Saratoga Rd           | Arlington - Please move                                 | 6/18/16   |
| John R. deavitt       | <i>John R. deavitt</i>       | 2 Saratoga Rd           | Move the stop! bus stop Hurts business                  | 6/18/16   |
| Demetri Sotiroopoulos | <i>Demetri Sotiroopoulos</i> | 84 Fairmont Street      |   | 6/18/16   |
| Niko Sotiroopoulos    | <i>Niko Sotiroopoulos</i>    | 84 Fairmont Street      |   | 6/18/16   |
| JAMES SULLIVAN        | <i>JAMES SULLIVAN</i>        | 1036 W 5th St Arlington | Playground  | 6/19/16   |
| John DiSanzo          | <i>John DiSanzo</i>          | 76 Thorndike St. #2     |   | 6-18-16   |



| Printed Name       | Signature   | Address                      | Comment                       | Date    |
|--------------------|-------------|------------------------------|-------------------------------|---------|
| Margaret Boreen    | [Signature] | 11 Farnmouth St.             | Parking please                | 6/18    |
| Dana Hylal         | [Signature] | 63 Varnum St                 | Parking for the elderly       | 6/18    |
| Susan Maltz        | [Signature] | 114 Tharvoldh                | Parking for elderly           | 6/18    |
| Alvin Maltz        | [Signature] | ↓                            | ↓                             | 6/18    |
| Ann Carey          | [Signature] | 55 Teel St.                  |                               | 6/18    |
| David G. Wyman     | [Signature] | 251 MASS AVE                 | Move the bus stop for seniors | 6/18/16 |
| JOHN SAGEHART      | [Signature] | 21 <del>SPRING</del> MAIN ST | " "                           | 6/18/16 |
| WILLIAM WATTERSON  | [Signature] | 61 Woodside Lane             |                               | 6/18/16 |
| Hilary Sullivan    | [Signature] | 17 Laurel, Arlington         | need Handicap space           | 6/18/16 |
| Dennis Brington    | [Signature] | 118 Mary St. Arlington       | move the stop                 | 6-19-16 |
| Heather Boissert   | [Signature] | 276 Mass. Ave. #401          | need parking spots            | 6/18/16 |
| William McLaughlin | [Signature] | 276 Mass Ave. #401           | " " "                         | 6/18/16 |
| MAY FOX            | [Signature] | 235 Renssieu St.             | " " "                         | 6/18/16 |
| Joan Fox           | [Signature] | 235 Renssieu St.             | " " "                         | 6/18/16 |
| Joe Locascio       | [Signature] | 276 MASS. AVE. APT. 409      | " " "                         | 6/18/16 |
| Shela Sullivan     | [Signature] | 43 Appleton St<br>Apt        |                               |         |

| Printed Name       | Signature          | Address               | Comment | Date    |
|--------------------|--------------------|-----------------------|---------|---------|
| SEAN LAFORTA       | SEAN LAFORTA       | 10 Whittendale St Oul |         | 6-19-16 |
| John Auer          | John Auer          | 600 Colony Lane       |         | 6/19/16 |
| Edward Anderson    | Edward Anderson    | 14 Ryder St Arl.      |         | 6/19/16 |
| Pete Murray        | Pete Murray        | 10 Kirview Park       |         | 6/19/16 |
| Catherine Rios     | Catherine Rios     | 159 Warren St Arl.    |         | 6/19/16 |
| Angela Kondilis    | Angela Kondilis    | 40 Exeter St Arl.     |         | 6/19/16 |
| Kostas Kondilis    | Kostas Kondilis    | 40 Exeter St Arl.     |         | 6/19/16 |
| Eva Kondilis       | Eva Kondilis       | 40 Exeter St Arl.     |         | 6/19/16 |
| Dina Kondilis      | Dina Kondilis      | 40 Exeter St Arl.     |         | 6/19/16 |
| William Hayward    | William Hayward    | 68 CLEVELAND ST ARL   |         | 6/19/16 |
| William Teddy      | William Teddy      | 2000 1/2 Pleasant St  |         | 6/19/16 |
| Colleen Ralston    | Colleen Ralston    | 224 Pleasant St       |         | 6/19/16 |
| Kathleen Alderson  | Kathleen Alderson  | 127 Gloucester St     |         | 6/19/16 |
| Emily Rios         | Emily Rios         | 55 Exeter St          |         | 6/19/16 |
| Fusion Yovan-Sirin | Fusion Yovan-Sirin | 235 Ridge St          |         | 6/19/16 |
| W. hat             | W. hat             | 200 Broadway          |         | 6/19/16 |



[illegible]

# Petition to the Arlington Board of Selectmen

|  |  |
|--|--|
| <b>Petition summary and background</b> | Move the existing bus stop in front of the Arlington Diner and Restaurant, 134 Mass. Ave., one block east to the corner of Varnum and Mass. Ave. The existing bus stop was a result of the Mass. Ave Improvement Project in East Arlington but has made the restaurant inaccessible to many Senior, infirm and disabled customers. |
| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens and loyal employees and customers of the Arlington Restaurant and Diner who urge our leaders to act now to petition the MBTA to move the existing bus stop. The bus stop has created a safety hazard and has made the restaurant inaccessible for many long-time customers.            |

| Printed Name                | Signature              | Address                          | Comment                   | Date    |
|-----------------------------|------------------------|----------------------------------|---------------------------|---------|
| <del>Robert Christoff</del> | <del>[Signature]</del> | 20 Lake Rd, 02434                | More dangerous parking!!! | 6/15/16 |
| WALTER J CORBETT            | [Signature]            | 25 MASSACHUSETTS AVE UNIT 37 Apt |                           | 6/15/16 |
| Richard Morassini           | [Signature]            | 23 Henderson St                  | More Parking              | 6/15/16 |
| Beverly Westinghouse        | BEVERLY MASTRANGELO    | 975 MASS AVE                     | Parking                   | 6/15/16 |
| DAVID J. GRIFFIN            | [Signature]            | 121 MERRIMAN                     | Parking                   | 6/15/16 |
| Deborah B. Ferraro          | Deborah B. Ferraro     | 24 Grafton ST                    |                           | 6/15/16 |
| Matthew J. Ferraro          | Matthew J. Ferraro     | 24 Grafton ST.                   |                           | 6/15/16 |
| ROBERT GEDDES               | [Signature]            | 13 CLEVELAND ST                  | MORE PARKING              | 6/15/16 |
| Bill Williams               | [Signature]            | 110 MARY ST ARLINGTON            | MORE PARKING!             | 6/15/16 |
| Mike Williams               | [Signature]            | 22 WILLOW                        |                           | 6/15/16 |
| Matt Cera                   | [Signature]            | 35 TONGUE                        |                           | 6/15/16 |



| Printed Name                          | Signature                | Address                              | Comment                                     | Date    |
|---------------------------------------|--------------------------|--------------------------------------|---|---------|
| IRENE LUCREZIANO SALVATORE LUCREZIANO | <i>Irene Salvatore</i>   | 39 Magnolia St                       | More Parking                                | 6/15/16 |
| Melissa Silva                         | <i>M Silva</i>           | 59 Magnolia St                       | More Parking                                | 6/15/16 |
| Mike Grossman                         | <i>Mike Grossman</i>     | 12 Wildsot St<br>Arlington, MA 02474 | More Parking<br>keep businesses in business | 6/15/16 |
| John Seireth                          | <i>John Seireth</i>      | 87 Paradise St.                      | More parking!                               | 6/15/16 |
| Mary I Scannell                       | <i>M I Scannell</i>      | 6 Blackstone Ter Newton              | Arlington Drive frequent customer           | 6/15/16 |
| Marcy Salibi                          | <i>Marcy Salibi</i>      | 1 APRIL LANE, LEXINGTON              | NEED PICKUP IN FRONT OF DWEL                | 6/15/16 |
| Denise Lynch                          | <i>Denise Lynch</i>      | 1 APRIL LANE Lexington               | " " "                                       | 6/15/16 |
| ROBERT FLORENTINO                     | <i>Robert Florentino</i> | 70 Colonial Dr Arlington             | Makes no sense what they did                | 6/15/16 |
| Ratherine Oh                          | <i>Ratherine Oh</i>      | 33 BROOKS AVE ARL                    | NEED MORE PARKIN                            | 6/15/16 |
| J. Travers                            | <i>J. Travers</i>        | 118 Varnum St.                       |   | 6/15/16 |
| Greg Maranian                         | <i>Greg Maranian</i>     | 24 Melanie Lane                      | more parking                                | 6/15/16 |
| Karen Bero                            | <i>Karen Bero</i>        | 68 Webster St.                       | more parking                                | 6/15/16 |
| S. Gathay                             | <i>S. Gathay</i>         | 23 WILLIAMSON                        | more parking                                | 6/15/16 |
| Kathleen Doyle                        | <i>Kathleen Doyle</i>    | 20 Egerton Rd.                       |   | 6/15/16 |
| Mary Seivland                         | <i>Mary Seivland</i>     | 112 Deatur St. #5, ARL.              | More Parking                                | 6/15/16 |
|                                       |                          | 99 Westmoreland, Arlington           | give them their spaces back                 | 6/15/16 |



| Printed Name      | Signature                       | Address            | Comment                 | Date      |
|-------------------|---------------------------------|--------------------|-------------------------|-----------|
| DOUG BIRNS        | Doug Birns<br>(Citation writer) | 22 Teel St         | Remove Bus              | 6/15/16   |
| Terry Levin       | Terry Levin                     | 22 Teel St         | for more parking        | 6/15/16   |
| W. H. McHale      | W. H. McHale                    | 54 Rawson Rd       | more parking            | 6/15/2016 |
| Bill Bennett      | Bill Bennett                    | 18 Webster St.     | here party              | 6/15/2016 |
| Cass Hudson       | Cass Hudson                     | 8 Van Wagon St     | WE NEED TO PARK CARS    | 6/15/16   |
| Frank Hudson      | Frank Hudson                    | " "                | " " "                   | " "       |
| Kevan Fulmer      | Kevan Fulmer                    | 26 Kimball Rd.     | we need more pkgs       | 6/15/16   |
| Vincent A. Fulmer | Vincent Fulmer                  | 26 Kimball Rd.     | " " "                   | 6/15/16   |
| Mary A. Fulmer    | Mary A. Fulmer                  | 26 Kimball Rd.     | " " "                   | 6/15/16   |
| Michelle McVicker | Michelle McVicker               | 26 Turner Ave      |                         | 6/15/16   |
| Amy Hubbard       | Amy Hubbard                     | 35 BARTLET AVE     | more parking            | 6/15/16   |
| Julie Benyo       | Julie Benyo                     | 69 FOUNTAIN RD.    | " "                     | 6/15/16   |
| Jean Murphy       | Jean Murphy                     | 14 Orchard Terrace | more parking            | 6/15/16   |
| Patricia White    | Patricia White                  | 64 Duquesne Ave.   | King for Patrons please | 6/15/16   |
| Virginia White    | Virginia White                  | 64 Dickson Ave     | move parking            | 6/15/16   |

| Printed Name        | Signature           | Address              | Comment  | Date    |
|---------------------|---------------------|----------------------|--|---------|
| C Brown             | Constance Brown     | 110 Leonard          | close to Red Stearns<br>we need to park  | 6/15/16 |
| William de Montigny | William de Montigny | 12 Pond Lane         | It's imperative for Seniors<br>to have access to parking to<br>support Senior Business | 6/15/16 |
| Kathleen Colwell    | Kathleen Colwell    | 60 Claremont Ave     | Seniors are needing parking<br>during 3 hrs & Business a Re-think                      | 6/15/16 |
| William Colwell     | William Colwell     | 60 Claremont Ave     | "  | 6/15/16 |
| Laura Hefferon      | Laura Hefferon      | 30 Marlboro St       | "  | 6/15/16 |
| H. Crosby McJannet  | H. Crosby McJannet  | 25 Chandler St.      | Stop making it difficult<br>for small business to survive                              | 6/15/16 |
| LAURENCE MANLEY     | Laurence Manley     | 255 MASS. AVE.       | WILL TAKE DOZEN<br>OF PARK SPA. Any 3?   | 6/15/16 |
| Carol L. Copeland   | Carol L. Copeland   | 27 Marathon St       | small business + SENIORS<br>IMPAIRED FORCED TO pay with 15/16                          | 6/15/16 |
| Marilyn Mountain    | Marilyn Mountain    | 17 Mt Vernon St      | dangerous -  |         |
| Rae Crawley         | GEORGE CRAWLEY      | 37 DRAKE RD          |  |         |
| James Mulron        | James Mulron        | 26 Tomahawk Rd       | Cots of Seniors eat<br>here.   | 6       |
| JEREMY DURHAM       | Jeremy Durham       | 94 Quincy St.        |  | 6/16/16 |
| Alicia Durham       | Alicia Durham       | 94 Quincy St         |  | 6/16/16 |
| WALTER ABOTT        | Walter Abott        | 32 HAMILTON ROAD 305 |  | 6/17/16 |
| Maureen Flavin      | Maureen Flavin      | 7 College Hill, N.H. |  | 6/16/16 |
| Michael Paladino    | Michael Paladino    | 39 Mountain Rd. Art. |  | 6/16/16 |



| Printed Name     | Signature        | Address                   | Comment   | Date    |
|------------------|------------------|---------------------------|---|---------|
| Maritha Penzenik | Maritha Penzenik | 53 Monroe St. Arlington   | MORE PARKING PLEASE !!!                           | 6/16    |
| Linda Bryant     | Linda Bryant     | 126 Mass Ave #2 Arlington | more parking                                      | 6/16    |
| William Delitto  | William Delitto  | 20 Martin St              | -HAVE SOME CONSIDERATION FOR OUR STORE OWNERS     | 6/16    |
| Alicia Delitto   | Alicia Delitto   | 20 Martin St              | • Shouldnt have to park half way down the street. | 6/16    |
| Ed Scott         | Ed Scott         |                           | The Diner needs parking                           | 6/16    |
| Fel Carrigan     | Fel Carrigan     | 30 Franklin St            |   | 6/16    |
| Isabel Rodriguez | Isabel Rodriguez | 18 Selkirk Rd             | HANDICAP  | 6/16    |
| Tina L.          | Tina L.          | 18 Selkirk Rd             | HANDICAP  | 6/16    |
| Anne Kacalus     | Anne Kacalus     | 30 Dale Rd #522           | move it Down                                      | 6/16    |
| Annette Robb     | Annette Robb     | 30 River St               | Handicap  | 6/16/16 |
| Chris Follmer    | Chris Follmer    | 44 Wilsyth Rd             |   | 6/16/16 |
| Andrew Follmer   | Andrew Follmer   | 44 Wilsyth Rd             |   |         |
| Maria Ciol       | Maria Ciol       | 75 Trandike St            | Handicap spots!                                   |         |
| Mona Freshrop    | Mona Freshrop    | 44 Windsor St             | handicap spots!                                   |         |
| Dan Wilbur       | DAN WILBUR       | 155 WOLASTA WAY           | NECESSARY   |         |
| MARY PERINI      | Mary Perini      | 126 Broadway Arlington    | Parking necessary for elderly                     | 6/16/16 |



| Printed Name      | Signature         | Address          | Comment | Date    |
|-------------------|-------------------|------------------|---------|---------|
| Chris Squillace   | Chris Squillace   | 15 Osborne Rd.   |         | 6/16/16 |
| Scott Wilson      | Scott Wilson      | 24 Windsor St    |         | 6/16/16 |
| Ken Sanati        | Ken Sanati        | 39 Everett St.   |         |         |
| Cathy Cleveland   | Cathy Cleveland   | 68 Oxford St     |         | 6/16/16 |
| Sam Cleveland     | Sam Cleveland     | 68 Oxford St.    |         | 6/16/16 |
| Jeanette Franklin | Jeanette Franklin | 54 Maple St, Oak |         | 6/16/16 |
| Judith Quimby     | Judith Quimby     | 37 Drake Rd      |         | 6/16/16 |
| Clara D. Bean     | Clara D. Bean     | 37 Cleveland St  |         | 6/16    |
| Adelina Carney    | Adelina Carney    | 2 Kimball Rd.    |         | 6/16/16 |
| Lillian Hallist   | Lillian Hallist   | 66 Margaret St.  |         | 6-16-16 |
| Jessica Kornick   | Jessica Kornick   | 41 Lewis Ave     |         | 6-16-16 |
| Robin Zeitz       | Robin Zeitz       | 31 Fairmont St.  |         | 6/16/16 |
| Joseph Murphy     | Joseph Murphy     | 50 Webster Rd    |         | 6/16/16 |
| Dimitris Stefanis | Dimitris Stefanis | 53 Magnolia St   |         |         |
| Ruth Demont       | Ruth Demont       | 28 Forest St     |         | 6/17/16 |
| Kathleen Caste    | Kathleen Caste    | 1090 Mass Ave    |         | 6/17/16 |



## Town of Arlington, Massachusetts

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### Arlington Housing Production

#### Summary:

Department of Planning and Community Development

#### ATTACHMENTS:

| Type                 | File Name                          | Description             |
|----------------------|------------------------------------|-------------------------|
| ▣ Reference Material | MEMO_HPP_7_18_16_(2).pdf           | Town Manager Memorandum |
| ▣ Reference Material | Goal_1_revised.pdf                 | Revision , page 57      |
| ▣ Reference Material | Housing_Production_Plan_7_2016.pdf | Housing Production Plan |



**Town of Arlington  
Office of the Town Manager**

**Adam W. Chapdelaine**  
Town Manager

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Arlington MA 02476-4908  
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E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)**

**To:** Board of Selectmen

**From:** Adam W. Chapdelaine, Town Manager

**RE:** Approval of Housing Production Plan

**Date:** July 13, 2016

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Representatives of the Department of Planning and Community Development and the Metropolitan Area Planning Council will be before the Board to present the recently completed Housing Production Plan. The plan has been approved by the Arlington Redevelopment Board, and you will be asked to approve the plan at Monday's meeting.

The plan, along with one proposed edit, is attached to this agenda item. After a brief presentation, the Board will be offered the opportunity to ask questions of the presenters regarding the plan.

## Goals

### Goal 1: Update existing housing and produce more, diverse housing for extremely-low to middle-income households to address documented local need.

As established elsewhere in this plan, Arlington's housing supply must be updated, increased, and diversified in order to meet the varied needs of a range of households. These include smaller households, seniors, families, low-to-middle-income households, and people with disabilities of all ages. Towards that end, the Town of Arlington will work to increase its housing supply with a mix of market-rate and affordable, rental and homeownership units in a range of sizes and building types ~~in approximate accordance with the~~ following the proposed production schedule.

**Table 16: Arlington Affordable Housing Production Goals, 2016-2021**

|  | 2016   | 2017   | 2018   | 2019   | 2020   | 2021   |
|--|--------|--------|--------|--------|--------|--------|
| Total year-round homes                           | 19,974 | 20,122 | 20,270 | 20,419 | 20,715 | 20,863 |
| Cumulative state-certified affordable units*     | 1,121  | 1,221  | 1,321  | 1,423  | 1,525  | 1,629  |
| 10% requirement                                  | 1,997  | 2,012  | 2,027  | 2,042  | 2,072  | 2,086  |
| Additional units need to meet 10% requirement    | 876    | 791    | 706    | 619    | 547    | 458    |
| Required units for relief at 0.5% of total units | 100    | 101    | 101    | 102    | 104    | 104    |
| Required units for relief at 1.0% of total units | 200    | 201    | 203    | 204    | 207    | 209    |

\*Based on 2015 SHI plus 0.5% rate of increase. Source: U.S. Census Bureau, 2010, & MAPC MetroFuture Projections for 2020

The goals listed in the above table are based upon the total number of year-round homes as listed in the 2010 decennial Census (19,881) and MAPC's projection for the year 2020 (20,715). The "cumulative state-certified affordable units" row is based upon the SHI as of October 2015 and a rate of increase of 0.5% of total units, which is required for municipalities to avoid issuing comprehensive permits for Chapter 40B development. These goals may be ambitious for Arlington, and unsustainable given the dearth of developable sites, but the Town is committed to ~~should nevertheless~~ expanding its affordable housing stock at the current rate or greater.

To help the Town meet these goals, the Board of Selectmen, Arlington Redevelopment Board, and Zoning Board of Appeals, with support from the Planning & Community Development Department, should require any new deed-restricted units to be affordable in perpetuity when possible given the nature of development and funding. This will help avoid a loss of SHI units as a result of expiring affordability restrictions and slippage on the state inventory as the number of market-rate units in town increases.

*Adopted by Arlington Redevelopment Board  
June 20, 2016*

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# Arlington Housing Production Plan

Funding provided by the Metropolitan Area Planning Council through the Direct Local Technical Assistance Program and the Massachusetts Department of Housing and Community Development Planning Assistance Toward Housing (PATH) Program



**J M Goldson**

community preservation  
+ planning



---

## **Prepared for**

Town of Arlington  
730 Massachusetts Ave.  
Arlington, MA 02476  
[www.arlingtonma.gov](http://www.arlingtonma.gov)

Contact: Adam Chapdelaine, Town Manager

---

## **Prepared by**

Metropolitan Area Planning Council  
Boston, Massachusetts  
[www.mapc.org](http://www.mapc.org)

JM Goldson community preservation + planning  
Boston, Massachusetts  
[www.jmgoldson.com](http://www.jmgoldson.com)

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# Acknowledgements

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This plan would not be possible without the support and leadership of many people in the Town of Arlington. Sincere thanks to Jennifer Raitt, Director of Planning and Community Development, and Laura Wiener, Assistant Director of Planning and Director of Housing, for their guidance, and to the Arlington Redevelopment Board and Board of Selectmen for their input and participation in this planning process. We are also grateful to the Housing Plan Advisory Committee, who contributed their time, knowledge of local housing need and supply, and input as the plan evolved. Appreciation is also due to the Arlington community, who participated in focus groups and public forums, and provided the perspective and ideas in which this plan is grounded.

Funding for this project was provided by the Metropolitan Area Planning Council (MAPC), the regional planning agency serving the 101 cities and towns of Metropolitan Boston, through Direct Local Technical Assistance (DLTA) and the Massachusetts Department of Housing and Community Development Planning Assistance Toward Housing (PATH) program. Professional support was provided by Jennifer Goldson of JM Goldson Community Preservation + Planning and the following MAPC staff: Karina Milchman, Regional Planner & Housing Specialist; Matt Gardner, Research Analyst; and Cortni Kerr, GIS Intern.

## **METROPOLITAN AREA PLANNING COUNCIL OFFICERS**

President Keith Bergman, Town of Littleton  
Vice President Erin Wortman, Town of Stoneham  
Secretary Sandra Hackman, Town of Bedford  
Treasurer Taber Keally, Town of Milton

## **HOUSING PLAN ADVISORY COMMITTEE MEMBERS**

Lourie August, Council on Aging  
Pamela Baldwin, Community Resident  
Andrew Bunnell, Arlington Redevelopment Board  
Kate Casa, Community Resident  
John Griffin, Arlington Housing Authority  
Pam Hallett, Housing Corporation of Arlington  
Laura Kiesel, Community Resident  
Dan McCue, Community Resident  
Wendy Barr, Community Resident

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# Executive Summary

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Arlington is a vibrant, walkable town with good schools and green space in close proximity to Cambridge and Boston. Over the years it's become more and more desirable, with a greater mix of restaurant and retail and a bike path. Demand to live in Arlington is high and real estate prices have soared since the 1990s. As Arlington changes, the Town remains committed to maintaining its diverse and welcoming character. Despite a lack of developable land and recent institutional and infrastructural capacity issues, the Town has taken a proactive approach to increasing the supply of housing, protecting its diversity, and preserving and increasing affordable units. To provide a framework to build on these efforts, the Town of Arlington pledged time and resources to create a five-year Housing Production Plan (HPP).

In October of 2015, the Town of Arlington engaged the Metropolitan Area Planning Council (MAPC) to facilitate this work. The primary purpose of the resulting plan is to position the Town to first and foremost better meet local market-rate and affordable housing need and demand, and in doing so work towards the Chapter 40B 10% statutory minimum. Towards that end, this HPP consists of three major components:

- A housing needs and demand assessment;
- An analysis of development constraints, capacity, and opportunities in town; and
- An implementation plan consisting of housing goals and strategies to achieve them.

MAPC, with Jennifer Goldson of JM Goldson Community Preservation + Planning, collaborated with Arlington Planning & Community Development Director Jennifer Raitt and Assistant Director Laura Wiener to develop this content. Over the course of the planning process, the project team worked with an Advisory Committee, the Arlington Redevelopment Board, Board of Selectmen, local realtors and developers, and residents to understand the town's housing challenges and opportunities, establish a vision for housing production, and determine practical strategies to achieve that vision.

## **Comprehensive Housing Needs Assessment**

The housing needs and demand assessment is grounded in quantitative data analysis as well as input from Town staff, the Housing Plan Advisory Committee, community feedback, and local realtors and developers. The main themes that emerged from this analysis are that (1) Arlington is an economically diverse place, (2) housing prices are increasing faster than incomes, (3) housing is older and in need of updating, and (4) there is unmet demand for housing both in terms of number of units, type, and affordability.

First, though median household income in Arlington is nearly \$90,000, there is a significant lower-income population. More than one in four households have low incomes, and roughly one in ten households have extremely low incomes. The senior population is increasing, and half of all low-income households are seniors. Average household size in town is small, with more than a third of

residents living alone, compared to a quarter in the Boston metro area. Median household income for non-families is \$60,271.

Second, recent history shows that home sale prices rose faster than income in Arlington. By 2015, the median sales price was \$590,000, compared to the affordable sale price to households earning the median income in town of \$310,000. Meanwhile, between 2013 and 2015, there were very few rental units on the market that were affordable to lower-income households: 622 out of 7,200 total rental units. Of those, only 24 were affordable to extremely low-income households. Given the housing market, one in three households spends more than 30% of income on housing. More than a third of low-income senior households spend more than 50% of their income on housing. For the town's 1,121 deed restricted affordable units on the state's Subsidized Housing Inventory (SHI), there are 5,185 qualifying households.

Third, one in two housing units in Arlington was built prior to 1939 and there is evidence of demand for updated housing. Older structures can lack heating and energy efficiencies and may not be in compliance with State Building, Health, and Safety Codes, which adds to monthly utility and maintenance costs that impact the affordability of older, outdated units. In addition, this housing may contain lead-based paint and other environmental hazards. Between 2013 and 2015, there were 56 teardowns in town, indicating those units did not suit the needs of the new occupants. Between 2000 and 2014, 1,460 rental units were converted to condominiums, which encourages necessary updates but simultaneously depletes the supply of rental housing.

Fourth, the number of Arlington households is increasing, corresponding with greater housing demand. Arlington's vacancy rate is 4%, which limits opportunities for current residents to move within town and for new residents to move in. According to MAPC projections for Arlington through 2020, several hundred additional units are needed to meet local demand. The existing housing supply and new units added must meet the needs of an aging population, the town's significant number of family households, smaller households including seniors looking to downsize, and households earning a range of incomes.

This demand for new housing takes place in the context of a housing market that is seeing substantial turnover of existing single-family homes and, apparently, disproportionate replacement of smaller non-family households with larger family households. It is this dynamic that is driving substantial increases in public school enrollment, and is likely to continue even in the absence of new multifamily production. According to an independent set of projections prepared by the town's capital planning consultant, enrollment increases of 20% or more can be accommodated even without any increases in the number of under-65 households. In other words, turnover—not new construction—is principally responsible for enrollment increases; and the provision of additional apartments and condominiums prioritized in this plan will go a long way toward maintaining income and household diversity in Arlington while having little effect on school enrollment.

### **Development Constraints, Capacity, & Opportunities**

As a -dense suburb with long-established land use patterns, Arlington has many constraints on development. There are constraints on land availability and size of lots, and very few vacant developable parcels. Water and sewer do not constrain development in Arlington and the Town

is in the midst of infrastructure improvements to roads and circulation, but public transit could be improved with expanded and more frequent bus service. With increased school enrollment in recent years, capacity is an issue, at least in the short term. The Town is nearing the end of an ambitious process to renovate all seven elementary schools, planning for reconstruction of the high school, and considering expanding capacity. Regulatory barriers to housing development include a 19-district zoning bylaw that restricts housing diversity and by-right multifamily housing development, presents challenges with dimensional and parking requirements, and includes special permit and review processes lacking in coherency.

In the face of these various development constraints, Arlington has demonstrated a commitment to maintaining and increasing housing diversity and affordability. The Town provides many resources to help create and maintain affordable housing in the community. These include substantial allocation of funding from federal Community Development Block Grant (CDBG) and HOME funds, local Community Preservation Act funds; inclusionary zoning; homebuyer rehabilitation assistance; and support for its vital partners like the Arlington Housing Authority (AHA) and the Housing Corporation of Arlington (HCA). Further, despite constraints, the Town and community were able to identify sites in smart growth locations where future housing production may be directed.

### **Goals & Strategies for Affordable Housing Production**

To help address Arlington's housing needs and demand as well as recognize development constraints and opportunities, this plan establishes six housing goals to work towards over the next five years:

1. Update existing housing and produce more, diverse housing for extremely-low to middle-income households to address documented need
2. Encourage mixed-income housing through mixed-use development in business districts
3. Integrate affordable units in a range of housing types into the fabric of Arlington's existing neighborhoods through redevelopment of certain underutilized properties and re-use of existing buildings
4. Foster an aging-supportive community via housing choices that enable older adults to thrive in Arlington as they age
5. Ensure zoning allows flexible approaches to achieve housing affordability and livability
6. Increase capacity to facilitate housing production by allocating funding, staff, and other resources to relevant activities, and by educating the community about housing needs

Next, the plan describes a combination of regulatory and non-regulatory strategies to position Arlington to achieve the above goals.

1. Use zoning to actively encourage housing production on identified developable sites along commercial corridors and in other smart growth locations
2. Amend zoning to facilitate development of a range of housing types
3. Amend dimensional regulations to facilitate production of multifamily housing through mixed-use development in commercial areas and other smart growth locations

4. Amend inclusionary zoning to encourage production of units affordable to households with a wider range of incomes, including middle incomes
5. Create an overlay district to allow introduction of residential development to select light industrial/commercial areas to facilitate mixed-income mixed-use development
6. Create affordable family housing through new construction or conversion of existing 2-3-bedroom market-rate units
7. Modify parking requirements to encourage housing production through mixed-use development in commercial areas and other smart growth locations
8. Assess what types of supportive housing are needed for Arlington's seniors and people with physical and cognitive disabilities, and take steps to facilitate their development
9. Preserve long-term affordability of existing deed-restricted units, especially at Millbrook Square
10. Expand and promote existing housing assistance programs to support income-eligible homeowners
11. Maximize resources and services that enable seniors to continue living in the community, and coordinate with other non-housing services to support aging in community
12. Facilitate creation of affordable homeownership opportunities through the HCA, community land trust model, or partnership with other private entities.
13. Work with the Community Preservation Committee to encourage continued allocation of greater than the state-mandated minimum 10% of annual CPA fund revenues to community housing initiatives
14. Consider establishing a Municipal Affordable Housing Trust Fund under M.G.L. Chapter 44 in order to utilize local housing funds swiftly as opportunities arise
15. Form a HPP Implementation Committee and raise community awareness about affordable housing need and activities in Arlington in order to make progress towards housing goals

# Introduction

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Settled in the mid-1600s, Arlington began as a farming community. Today, it's a town of 42,844 residents spanning 5.5 square miles and including hundreds of acres of parkland and picturesque Spy Pond. The town is characterized by historic buildings, clusters of restaurants and shops, and good public schools. Residents enjoy walkability, a bike path, access to public transit, and close proximity to Boston and Cambridge.

Residents who participated in the Housing Production Plan process were a diverse group: younger and older residents, renters and homeowners, long-time residents and new-comers.

Arlington has changed over the years: the population has grown, some open space has been developed and some preserved, land uses have become more varied and mixed, homes have been renovated and restored and new ones added. Local real estate prices have soared, just as they have elsewhere in Greater Boston, with 2014 median sales prices up 29% from 2009 (after adjusting for inflation) and median rent now exceeding Fair Market Rent<sup>1</sup> for all but 4-bedroom units. And still, more and more households of all income levels seek housing in Arlington.

Meanwhile, the Town has worked to increase its supply of deed-restricted affordable housing in order to meet need and maintain the community's diverse and welcoming identity. Since 1997, the Town has added over 150 units of affordable housing, and the share of affordable housing in Arlington increased from 4.43% to 5.64% of total housing units. Nevertheless, there remains great need for affordable housing in Arlington. For the town's 1,121 affordable units on the state's Subsidized Housing Inventory (SHI), there are 5,185 qualifying low- and moderate-income households. Moreover, nearly 256 of the 1,121 affordable units could expire at different points between now and 2059, potentially increasing the affordability gap even more.

Arlington's 2015 Master Plan recommended that the town create a Housing Production Plan (HPP) that considers the needs of all demographics, including families, the elderly, households with special needs, and household with low and moderate incomes. Moving on this recommendation, the Town secured a state grant and then contracted with MAPC to develop this HPP, which provides greater understanding of affordable housing need and establishes a strategy to work towards meeting it and the state-mandated 10% on the SHI. The complete HPP was adopted locally by the Arlington Redevelopment Board and Board of Selectmen, then submitted to the Massachusetts Department of Housing and Community Development (DHCD) under 760 CMR 56.03(4) for review and approval.

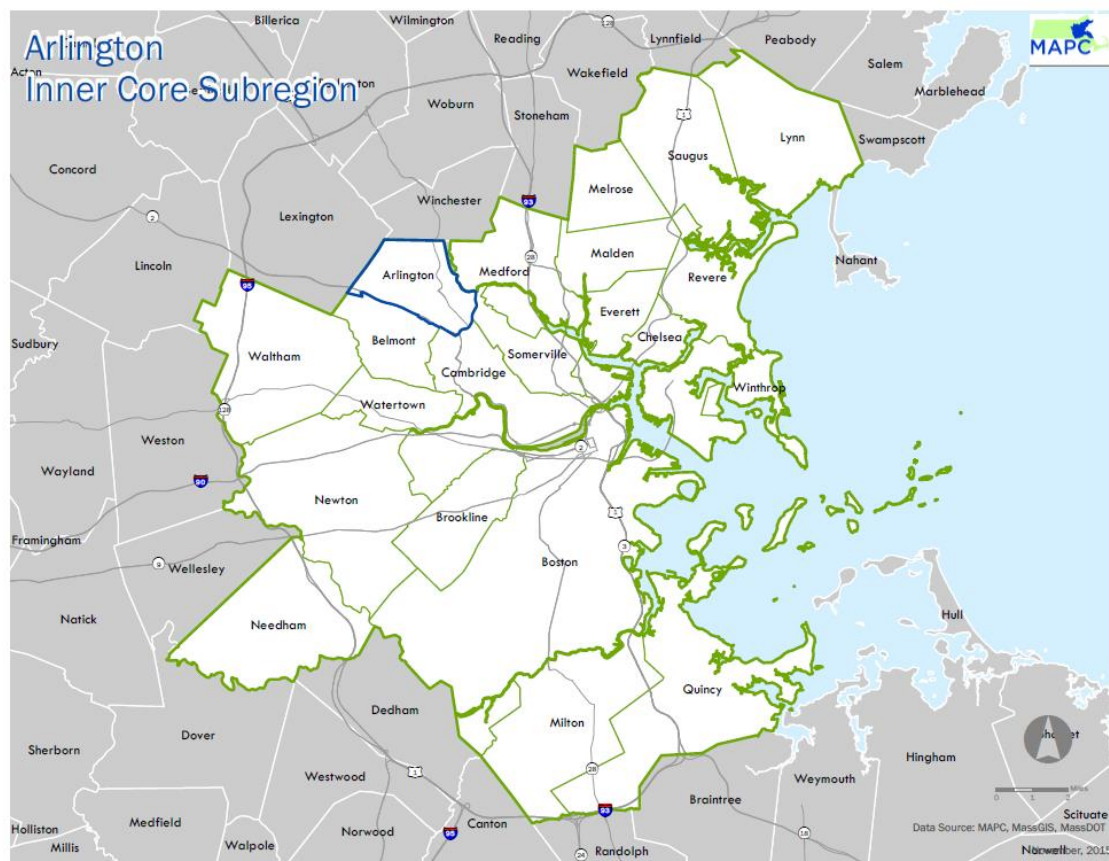
With an approved HPP, the Town can apply to have the HPP certified by DHCD if Arlington adds affordable housing at an annual rate of 0.5% or 1% of its year-round housing stock (98 or 196 units). This would give the Zoning Board of Appeals (ZBA) the option to decline to issue

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<sup>1</sup> Maximum allowable rents (not including utility and other allowances) determined by the U.S. Department of Housing and Urban Development (HUD) for subsidized units in the Boston Metropolitan Statistical Area, which includes Arlington.

## Geography

### Figure 1: Inner Core Sub-Region



<sup>3</sup> MetroFuture, the regional plan for Greater Boston, established eight community types to classify different types of communities based on growth and preservation.



Arlington is comprised of several different neighborhoods, including Arlington Center, Arlington Heights (in the west), East Arlington, Brattle Square, Arlmont Village, Morningside, and Turkey Hill. The scale and density of development in town is higher in East Arlington and along Mass Ave all the way to Arlington Heights.

## **Data Sources**

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Information for this plan comes from a variety of sources, including Town officials, staff, Housing Plan Advisory Committee members, and residents; previous Arlington plans and studies; regional and state agencies; proprietary data; the U.S. Department of Housing and Urban Development (HUD); and the Bureau of the Census. The latter includes:

- The decennial census, mainly years 2000 and 2010
- The American Community Survey (ACS ), mainly five-year tabulations for 2010-2014
- HUD Consolidated Planning/Comprehensive Housing Affordability Strategy (CHAS), a special tabulation of ACS data, most recently based on ACS 2008-2012 estimates

This HPP was also informed by a robust public process. There was a focus group with local realtors, developers, land owners, and others with intimate knowledge of the town. In addition, there were two planning workshops, one focused on establishing community housing goals in response to housing needs and one focused on getting feedback on draft housing goals and strategies to achieve them, each of which drew 35-40 attendees. Their feedback is reflected in this plan's housing goals and strategies.

# Comprehensive Housing Needs Assessment

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## Demographics

This Housing Production Plan begins with a thorough examination of Arlington's demographic makeup. An analysis of the community's current population, household composition, race and ethnicity, income distribution, educational attainment, and school enrollment provides insight into the current housing need and demand. Projections of how these characteristics may change going forward builds understanding of how housing needs may differ in the future.

## Key Findings

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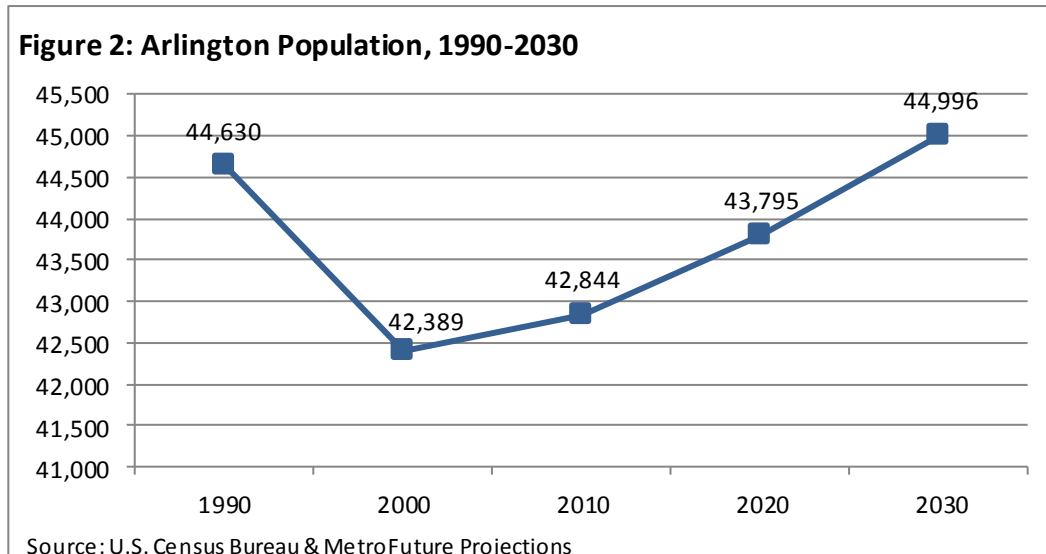
- The population decline of the 1990s began to reverse in 2000. Projections indicate continued population growth through 2030, much of which will be among older cohorts.
- As with population, the decline in number of households during the 1990s has begun to reverse. Going forward to 2030, the number of households is projected to increase faster than population. The number of senior-headed households, specifically, is projected to grow significantly.
- More than half of Arlington households are families, and one-third are families with children under the age of 18. Most non-family households are individuals living alone.
- Since 2000, Arlington has become more diverse, with large percentage increases in the number of minority residents, though the total number of non-White residents remains relatively small.
- Arlington is a highly educated community: nearly 70% of residents have completed a bachelor's degree or higher educational attainment, compared to the state rate of 39%.
- Median household income in Arlington is nearly \$90,000, and the town is home to a significant middle-income population. However, nearly a quarter of householders age 25-64 earn less than \$60,000, and half of senior householders 65 and over have incomes of less than \$40,000.
- Despite the number of Arlington households with lower incomes, the town has a low poverty rate, particularly compared to the county and the Commonwealth.

## Population

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After declining 5% from 44,630 to 42,389 between 1990 and 2000, Arlington's population began to slightly rise. By 2010, it had increased by 455 residents to 42,844. Based on an analysis of how changing trends in births, deaths, migration, and housing occupancy might result in

higher population growth and greater housing demand, MAPC projects<sup>4</sup> that population increase will continue in Arlington going forward. By 2030, the population is projected to surpass its 1990 levels, recovering to 44,996. Still, this represents only a modest 5% growth rate over the 20-year time period between 2010 and 2030.



Arlington's recent population growth was not evenly distributed among age cohorts. Between 1990 and 2010, the younger population age 1-19 increased 13%, resulting in increases in school enrollment, while the number of young adults age 20-34 decreased by a dramatic 42%. Those in the middle, age 35-64, increased 23%, while older Arlington residents decreased 14%.

The age structure of Arlington's population will continue shifting over the coming years as residents age, have children, or move away, and as new residents move in. Based on recent patterns of migration, fertility, and mortality, MAPC's current projections indicate that the school-age population (age 5-19) will peak by the year 2020 and may decline thereafter, returning to mid-2000 levels by the year 2030. Meanwhile, the aging of the town's Baby Boomers (if they stay in Arlington) will result in a dramatic increase in the number of over-55 residents. Interestingly, the population age 20-34, which decreased so dramatically from 1990 to 2010, is projected to rebound.

<sup>4</sup> For complete details on MAPC projections and the Stronger Region scenario used in this plan, visit <http://www.mapc.org/projections>.

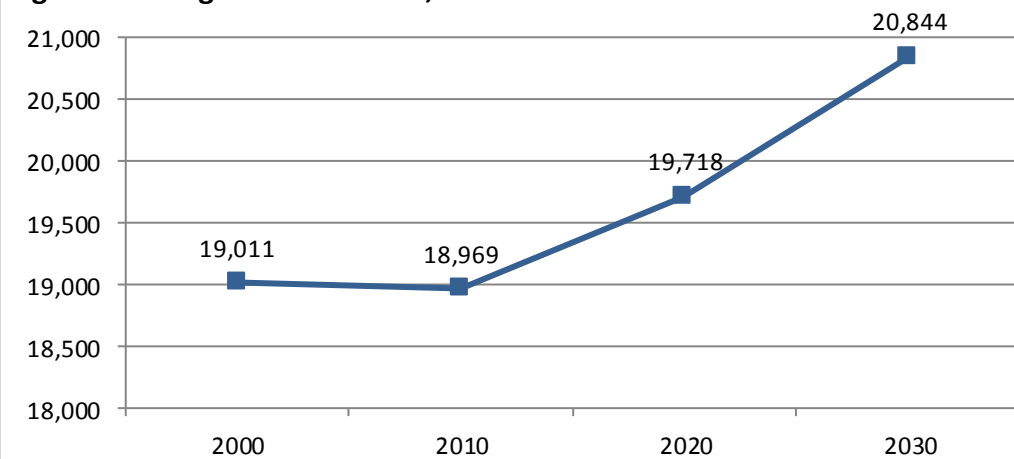
**Table 1: Arlington Population Change by Age, 1990-2030**

| Age   | 1990   | 2000   | 2010   | 2020   | 2030   | Change<br>2010-2030 | % Change<br>2010-2030 |
|-------|--------|--------|--------|--------|--------|---------------------|-----------------------|
| 1-4   | 2,525  | 2,562  | 2,843  | 2,537  | 2,417  | -426                | -15%                  |
| 5-19  | 5,796  | 5,722  | 6,525  | 6,642  | 6,024  | -501                | -8%                   |
| 20-34 | 12,540 | 9,100  | 7,264  | 7,413  | 8,178  | 914                 | 13%                   |
| 35-54 | 11,396 | 14,031 | 13,970 | 12,714 | 12,194 | -1,776              | -13%                  |
| 55-64 | 4,467  | 3,844  | 5,481  | 6,289  | 5,976  | 495                 | 9%                    |
| 65-74 | 4,129  | 3,492  | 3,128  | 4,834  | 5,591  | 2,463               | 79%                   |
| 75+   | 3,777  | 3,638  | 3,633  | 3,366  | 4,616  | 983                 | 27%                   |
| Total | 44,630 | 42,389 | 42,844 | 43,795 | 44,996 | 2,152               | 5%                    |

Source: U.S. Census Bureau & MetroFuture Projections

## Household Composition

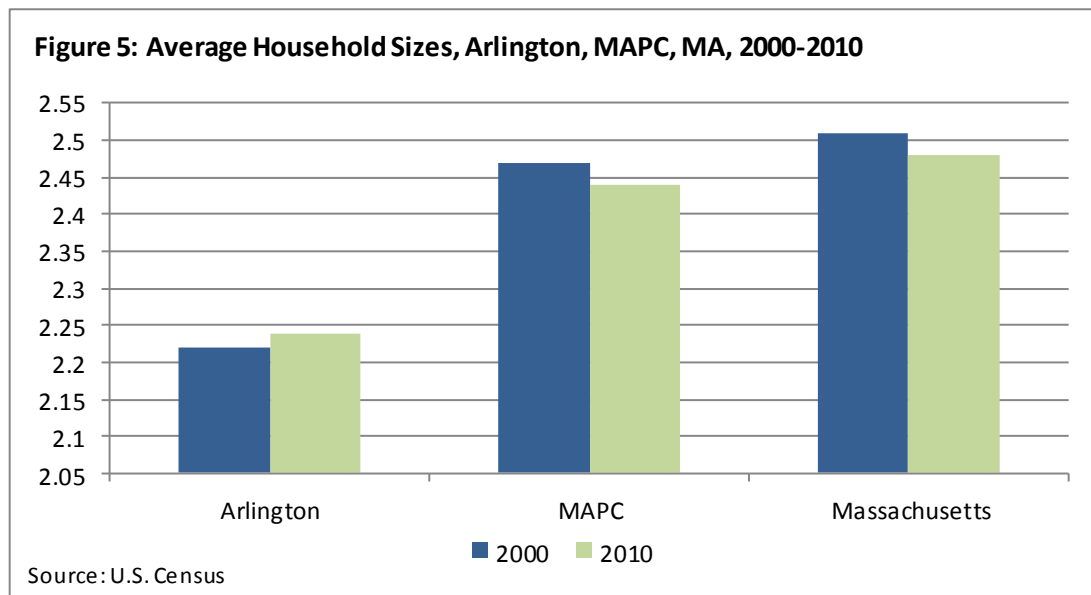
More so than population, the number and type of households within a community correlate to unit demand. Each household resides in one dwelling unit, regardless of the number of household members. As of the 2010 Census, Arlington's population of 42,844 residents comprised 18,969 households. This represents a slight decline of less than 1% in the town's number of households since 2000. However, the demographic factors that contributed to a relatively stable number of households during the 2000s have started to change. Arlington is projected to add 1,875 households by 2030, an increase of nearly 10%. As described in greater detail below, much of this increase can be attributed to a higher number of senior-headed households due to Arlington Baby Boomers who choose to remain in town as they age.

**Figure 3: Arlington Households, 1990-2030**

Source: U.S. Census Bureau & MetroFuture Projections

## Household Size

Recently, average Arlington household size has increased slightly from 2.22 in 2000 to 2.24 in 2010. This corresponds to the recent increase in school-age children. Meanwhile, average household size in the broader MAPC region and the Commonwealth decreased during this time period. Even so, compared to these geographies with their shrinking household size, the average household is smaller in Arlington.



Going forward, average household size in Arlington is projected to decrease to 2.14, as it is elsewhere in Massachusetts. Much of this change is driven by the substantial growth in predominantly one- or two-person households headed by someone over the age of 55. Due to the dynamics of declining household size, the number of households in Arlington is projected to increase twice as fast as population growth through 2030.

**Table 4: Arlington Average Household Sizes, 2000-2030**

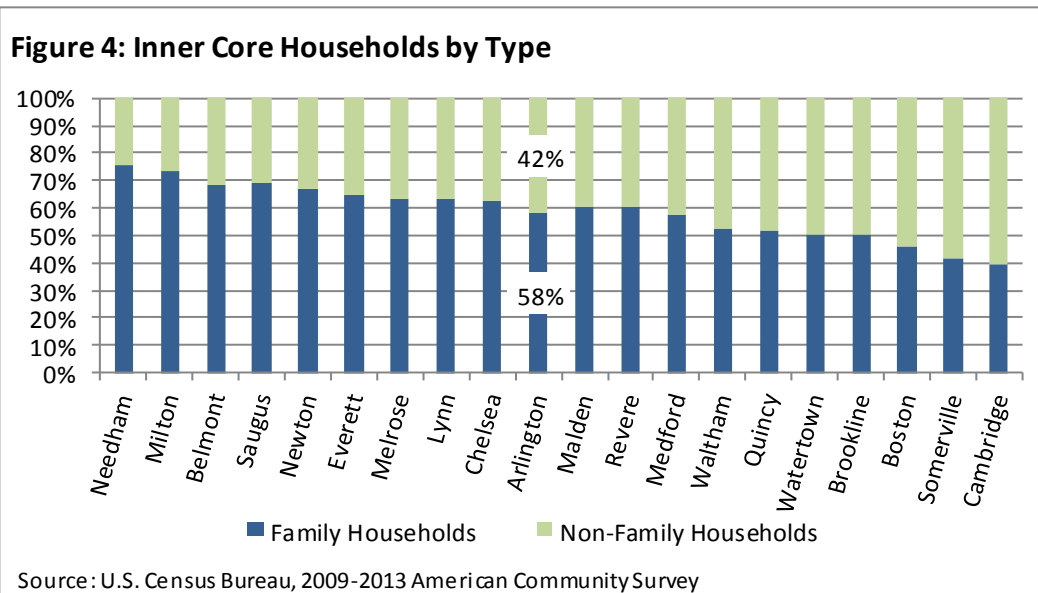
|                            | 2000 | 2010 | 2020 | 2030 |
|----------------------------|------|------|------|------|
| Overall Households         | 2.22 | 2.24 | 2.21 | 2.14 |
| Owner-Occupied Households  | 2.47 | 2.48 | -    | -    |
| Renter-Occupied Households | 1.87 | 1.86 | -    | -    |

Source: U.S. Census Bureau & MetroFuture Projections

## Family & Non-Family Households

Different household types often have different housing needs and preferences. For example, a married couple with children requires a larger dwelling unit than a single person. The Town of Arlington's 18,969 households include both families and non-families. The former is any household with two or more related persons living together, and the latter is one person living alone or more than one non-related persons living together.

The share of family households in Arlington—slightly more than half the total—is in the middle of the range for the Inner Core. This ratio of families to non-families is not dramatically different from the broader MAPC region (63% to 37%) and to Massachusetts (60% to 40%).



The majority of Arlington's family households are married couples (81%). Of them, nearly half (47%) include children under 18 years old. A significant majority of non-family households are individuals living alone (81%). More than one-third of them are 65 years old or over (36%). Overall, 27% of Arlington households consist of family households with children under the age of 18, a smaller share than householders living alone.

**Table 2: Arlington Households by Type**

|                                       | Estimate      | % of Supragroup | % of Total  |
|---------------------------------------|---------------|-----------------|-------------|
| <b>Family Households</b>              | <b>10,981</b> | <b>58%</b>      | <b>58%</b>  |
| With own children under 18 years      | 5,107         | 47%             | 27%         |
| Married Couples                       | 8,872         | 81%             | 47%         |
| With own children under 18 years      | 4,169         | 47%             | 22%         |
| Male Householder, No spouse present   | 523           | 5%              | 3%          |
| With own children under 18 years      | 194           | 37%             | 1%          |
| Female Householder, No spouse present | 1,586         | 14%             | 8%          |
| With own children under 18 years      | 744           | 47%             | 4%          |
| <b>Nonfamily households</b>           | <b>7,988</b>  | <b>42%</b>      | <b>42%</b>  |
| Householder living alone              | 6,463         | 81%             | 34%         |
| 65 years and over                     | 2,300         | 36%             | 12%         |
| <b>Total Households</b>               | <b>18,969</b> | <b>100%</b>     | <b>100%</b> |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

## Head of Householder by Age

In addition to household type, the age of a householder can indicate demand for particular unit types and sizes. In 2010, one-third of Arlington's heads of households were 30-44 (29%) and one-third were 45-59 years old (31%). Those age 60-74 represented another 19% of total householders. Moving forward, the number of households headed by someone age 30-59 is projected to decline slightly. Meanwhile, the aging of the town's Baby Boomers, if they choose to stay in Arlington, could result in a 50% increase in householders headed by someone age 60-74, and the number of householders age 75 and over may increase by 27%. By 2030, householders 60 and older are projected to comprise 42% of the total, compared to 32% in 2010.

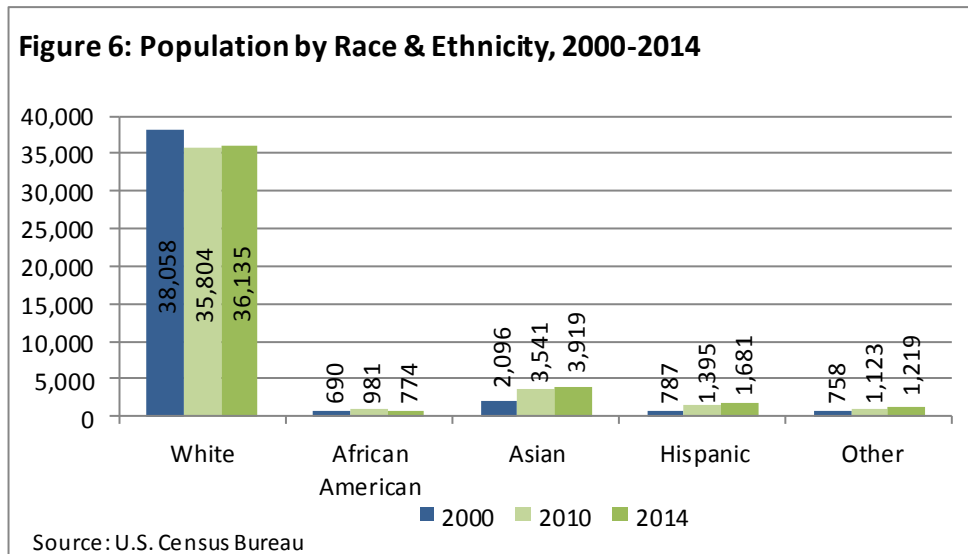
**Table 3: Arlington Head of Household by Age**

| Age of Householder | 2010   | 2020   | 2030   | Change 2010-2030 | % Change 2010-2030 |
|--------------------|--------|--------|--------|------------------|--------------------|
| 15-29              | 1,436  | 1,527  | 1,672  | 236              | 16%                |
| 30-44              | 5,514  | 5,006  | 5,217  | -297             | -5%                |
| 45-59              | 5,788  | 5,786  | 5,138  | -650             | -11%               |
| 60-74              | 3,638  | 4,991  | 5,531  | 1,893            | 52%                |
| 75+                | 2,593  | 2,409  | 3,286  | 693              | 27%                |
| Total              | 18,969 | 19,719 | 20,844 | 1,875            | 10%                |

Source: U.S. Census Bureau & MetroFuture Projections

## Race & Ethnicity

Arlington's racial composition has changed in recent years. Though town residents are primarily White non-Hispanic (83%), this population decreased 5% between 2000 and 2014. In this time, Arlington has seen an increase in residents who identify as Asian, Hispanic, African-American, or some other race (87%, 114%, 12%, and 61%, respectively). However, members of these races and ethnicities still represent less than 16% of all Arlington residents.



Broadly speaking, these trends are consistent throughout the surrounding area, with the MAPC region and Massachusetts also experiencing a decrease in the Caucasian population and an increase in minority populations.

## Education

### Enrollment

Trends in recent enrollment in Arlington's public school district reflect the population changes discussed above. As the school-age population increased 14% between 2000 and 2010, enrollment in the school district saw steady increases in almost every year from 2003 to 2014.

**Table 5: Arlington Public School Enrollment**

| Year    | Total Enrolled | Change f/<br>Previous<br>Year | Minority<br>Population | English<br>Language<br>Learner | Low-<br>Income<br>Status |
|---------|----------------|-------------------------------|------------------------|--------------------------------|--------------------------|
| 2003-04 | 4,425          | n/a                           | 14.8%                  | 15.0%                          | 8.4%                     |
| 2004-05 | 4,486          | -0.8%                         | 15.8%                  | 17.2%                          | 8.7%                     |
| 2005-06 | 4,522          | -0.6%                         | 18.0%                  | 17.7%                          | 10.8%                    |
| 2006-07 | 4,548          | 0.3%                          | 19.0%                  | 18.6%                          | 9.7%                     |
| 2007-08 | 4,532          | 2.4%                          | 19.5%                  | 19.6%                          | 9.7%                     |
| 2008-09 | 4,654          | 0.1%                          | 20.6%                  | 20.3%                          | 10.8%                    |
| 2009-10 | 4,713          | -1.3%                         | 21.5%                  | 20.7%                          | 10.8%                    |
| 2010-11 | 4,808          | -2.6%                         | 21.7%                  | 21.7%                          | 11.1%                    |
| 2011-12 | 4,858          | -3.8%                         | 22.7%                  | 22.3%                          | 11.5%                    |
| 2012-13 | 4,903          | -0.5%                         | 23.0%                  | 20.4%                          | 11.3%                    |
| 2013-14 | 5,020          | -2.2%                         | 23.6%                  | 20.3%                          | 11.5%                    |

Source: Department of Elementary and Secondary Education



Changes in the Arlington student population reflect increased racial and ethnic diversity in town. In the past decade, the minority student body increased by 109% (714 students), the low-income student population increased 54% (202 students), and students for whom English is not their first language increased 53% (354 students).

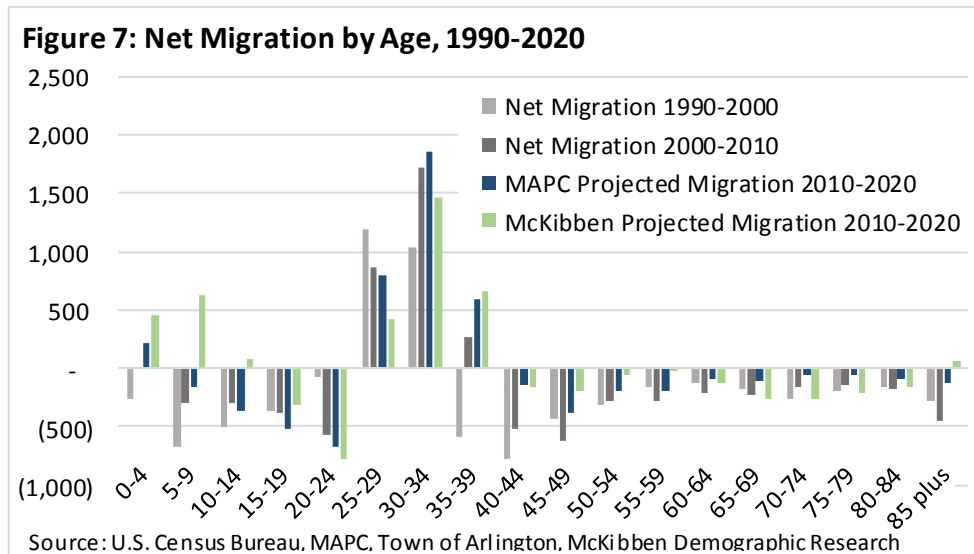
It is not anticipated that current enrollment increases will continue indefinitely. They are a function of a rebounding 20-34-year-old population, which saw substantial declines from 1990 to 2010. As these younger residents settle in Arlington, their children may drive up enrollment, but even Generation X will eventually become empty nesters, beginning after 2020 when the oldest of this generation turn 50. As a result, MAPC projections indicate Arlington's school age population may peak around the year 2020, and will likely decline thereafter.

But regardless of the projections for the post-2020 period, the Arlington Public Schools are currently facing space shortages due to increasing enrollment. In response, the Town is engaged in a capital planning effort to meet growing needs. As part of that process, the Town engaged the services of HMFH Architects and demographer Jerome McKibben to develop independent forecasts of future enrollment. Those consultant forecasts, which rely on a mix of local- and county-level data on fertility and migration, also project "peak children" in 2020 and declines in enrollment thereafter.<sup>5</sup> However, the magnitude of growth is much larger than MAPC projections. Whereas MAPC projects the population age 5-14 years will increase by 117 between 2010 and 2020, the consultant projects it will increase by more than 1,500.

Given the rapid and unexpected growth in enrollment since 2010 and the need for consistency across the town's housing and capital planning efforts, Town staff asked MAPC to investigate the discrepancy between the consultant forecasts and MAPC projections. Analysis determined that discrepancies between the MAPC and consultant projections are principally due to different migration assumptions. The consultant model anticipates that the 2010-2020 period will see substantial net positive in-migration of children under the age of 15, an age group that experienced net outmigration during the 1990s and 2000s. MAPC projections also anticipate that outmigration of children under the age of 10 will slow or reverse over that same period, but not to the same extent as the consultant's model.

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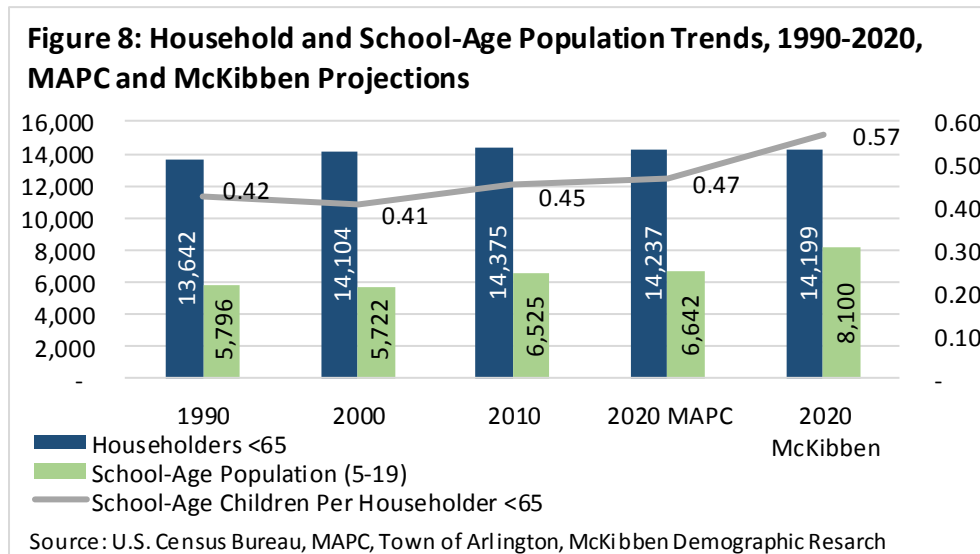
<sup>5</sup> See <[http://www.arlington.k12.ma.us/news/announce/Updated\\_Arl\\_Population\\_and\\_Enrollment\\_Forecasts\\_12-15.pdf](http://www.arlington.k12.ma.us/news/announce/Updated_Arl_Population_and_Enrollment_Forecasts_12-15.pdf)> for more information on the consultant's analysis.



While the consultant model anticipates substantial in-migration of children, it projects *less* net in-migration of residents age 20-34 and comparable rates of in-migration for people age 35-44 compared to MAPC projections. In other words, the consultant projections anticipate more school-age children moving in, but less net in-migration of people who could be their parents. This suggests that in addition to the total change in population, the consultant projections imply a substantial shift from non-family to family households within the town.

While the consultant projections were prepared for school planning purposes and do not include forecasts of future households, MAPC has attempted to infer the household growth that might be associated with the projected population change. Our calculations indicate that the consultant projections imply household growth of approximately 525 households between 2010 and 2020, compared to MAPC's projections of 750 new households over that same time period. The two sets of projections are consistent in anticipating a decline of 140 to 180 households headed by someone under the age of 65—those most likely to have children in the public schools. The only substantial differences are in the anticipated number of householders over the age of 65, which are responsible for all net household growth in the town. MAPC's projections for this age group are higher than the consultant's by 185 households.

Though the number of under-65 householders is consistent across the two sets of projections, the school age projections in the consultant report are 20% higher than MAPC's projections for the year 2020 most likely due to the number of school-age children per household. The chart below shows the number of households headed by someone under the age of 65, the number of school-age children, and the ratio of the two. Since 1990, the number of school-age children per non-senior household has ranged between 0.41 and 0.45. MAPC anticipates this will increase to 0.47 by the year 2040. The consultant projections suggest that this ratio will increase to 0.57 by the year 2020: the number of households is smaller than MAPC projects, but the number of children in these households is much higher.



In other words, the consultant projections imply that recent and anticipated increases in enrollment are not directly related to housing construction *per se*, but result from disproportionate replacement of smaller non-family households with large family households. In fact, the consultant report assumes an average size of 3.4 persons for households moving into Arlington—50% larger than the average Arlington household, and nearly twice as large as the average household assumed to be moving out (1.9 persons.) This pattern is consistent with anecdotal reports about housing turnover in town, though hard to verify given the lack of geographic specificity in available migration data. If it is in fact happening, then MAPC projections may well have underestimated the school-age population that can be accommodated by the existing housing stock.

Overall, it seems that the consultant projections emphasize the dynamic involved in the turnover of housing from childless older households to younger and larger families with children. While this dynamic is well underway and has significant implications for school enrollment, it tells only part of the story about housing demand in town. Indeed, increased pressure on the town's existing housing supply (especially single-family homes) caused by growing desirability of the Arlington public schools may create an even greater need for new multifamily housing for low-income and smaller households priced out of the town's single-family market. Provision of new housing for aging seniors, non-family households, and couples without children will help retain household diversity and will enable more residents to remain in Arlington as they age, but is likely to have little effect on school enrollment.

### **Educational Attainment**

Arlington's population is highly educated: 66% of those age 25 years and older has a bachelor's degree or higher educational attainment. Overall, a higher rate of this population has achieved higher educational attainment than the rest of the county and the state.

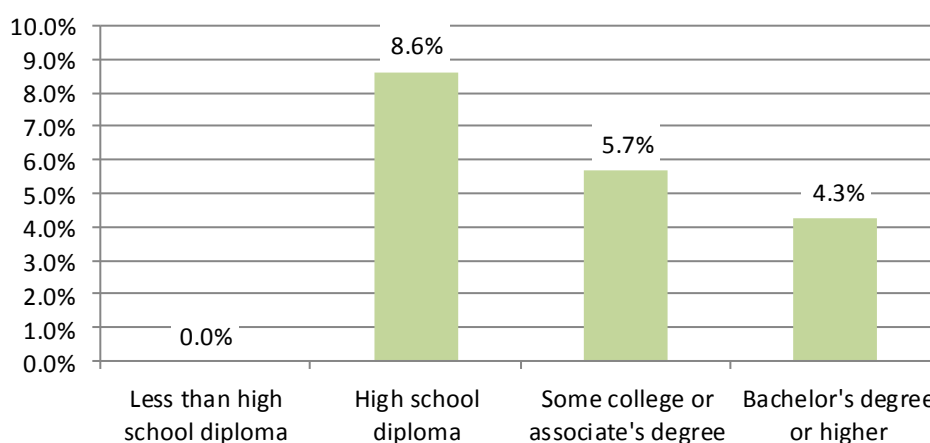
**Table 6: Educational Attainment, Arlington, County, State**

|                  | High School without Diploma | High School Diploma | College without Degree | Bachelor's Degree or Higher |
|------------------|-----------------------------|---------------------|------------------------|-----------------------------|
| Arlington        | 4.3%                        | 14.8%               | 10.3%                  | 66.2%                       |
| Middlesex County | 4.3%                        | 21.9%               | 13.7%                  | 50.2%                       |
| Massachusetts    | 6.0%                        | 25.9%               | 16.6%                  | 39.0%                       |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Arlington residents with higher education levels experience lower unemployment rates, as might be expected. Between 2009 and 2013, the overall unemployment rate in town was 6%. However, it is higher among those with less schooling and lower among those with more. (The estimated 0% unemployment rate among those who did not finish high school may be attributable to sampling error in such a small population.)

**Figure 9: Arlington Unemployment by Educational Attainment**



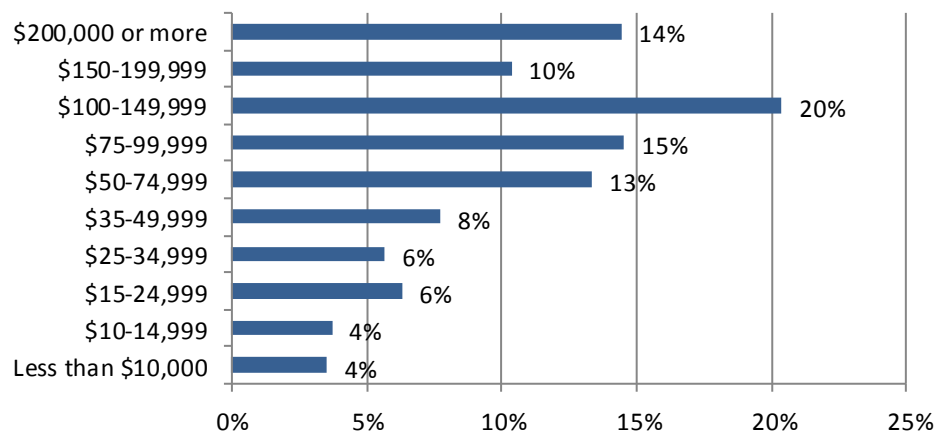
Source: U.S. Census Bureau, 2009-2013 American Community Survey

## Household Income

Household income is an important determinant of how much a household can afford to pay for their dwelling unit, either to rent or own, and also whether that household is eligible for housing assistance. Median household income in Arlington is \$89,841, though median family income is notably higher at \$117,590 and median non-family income is \$60,271.

Nearly three in ten Arlington households have annual incomes between \$50,000 and \$99,999. A similar share have incomes below \$50,000 a year. Households earning more than \$100,000 a year comprise 34% of the total.

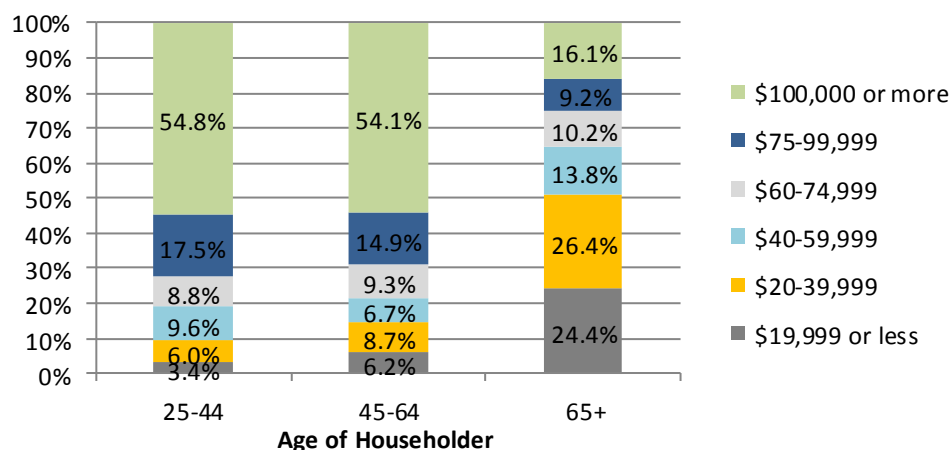
**Figure 10: Arlington Household Income Distribution**



Source: U.S. Census Bureau, 2009-2013 American Community Survey

In addition to varying by household type, Arlington household income varies greatly by age of householder. More than half of those aged 25-44 and 45-64 earn \$100,000 or more annually. Meanwhile, there is much income diversity among senior householders. Only 16% of householders 65 years and older earn \$100,000 or more, while half have annual household incomes of less than \$39,999.

**Figure 11: Arlington Household Income by Age of Householder**



Source: U.S. Census Bureau, 2009-2013 American Community Survey

## Poverty Rate

Arlington has an extremely low poverty rate. Only about 1% of town families live below the poverty level. This rate stands in stark contrast to that of Middlesex County (5%) and the Commonwealth (8%). The poverty rate in Arlington is higher among families with female householders (nearly 3%), as is often the case.

**Table 7: Arlington Families with Incomes Below the Poverty Level**

| Family Type                       | %    |
|-----------------------------------|------|
| All Families                      | 1.2% |
| With Related Children Under 18    | 1.5% |
| Married Couples                   | 0.8% |
| With Related Children Under 18    | 0.7% |
| Families with Female Householders | 2.6% |
| With Related Children Under 18    | 3.5% |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

## Housing Stock

The following section examines Arlington's current housing supply and how it has changed over time. Housing type, age, tenure, vacancy, and recent development in Arlington are assessed in order to build understanding of how well suited the housing stock is to the population.

### Key Findings

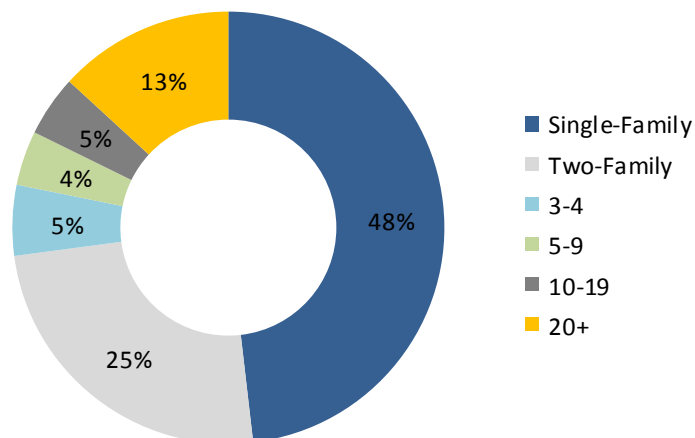
- Arlington has a diverse housing supply, with a slight the majority of units in multifamily housing of various scales.
- More than half of the housing stock was built prior to 1939, which makes Arlington eligible to receive CDBG funding for affordable housing and other uses but also poses maintenance issues and challenges regarding updating.
- The majority of Arlington homes are owner-occupied, though younger householders and seniors are more likely to rent.
- Arlington has a very low vacancy rate, compared to both the MAPC region and Massachusetts, with especially few opportunities in the rental market.
- Median home sale prices increased dramatically between 2009 and 2014 (nearly 30% after adjusting for inflation), surpassing even the 2004 peak, and median rent is at the high end compared to many Inner Core neighbors.
- Arlington permitted nearly 800 new housing units between 2000 and 2013, most of which were in multifamily developments, yet even so most Inner Core communities outpaced them in growing their housing supplies.
- Projections indicate the need for more housing to meet demand through 2020, especially multifamily housing. If historic permitting trends and the town's development pipeline are any indication, Arlington should be able to produce these units in the remaining time.

### Type & Age

There are 19,552 housing units for Arlington's 18,969 households. A slight majority of units are in multifamily housing, and the remainder are single-family homes. One-quarter of units are in two-

family homes, and another quarter is distributed among larger multifamily structures including slightly more than 10% in buildings with 20 or more units.

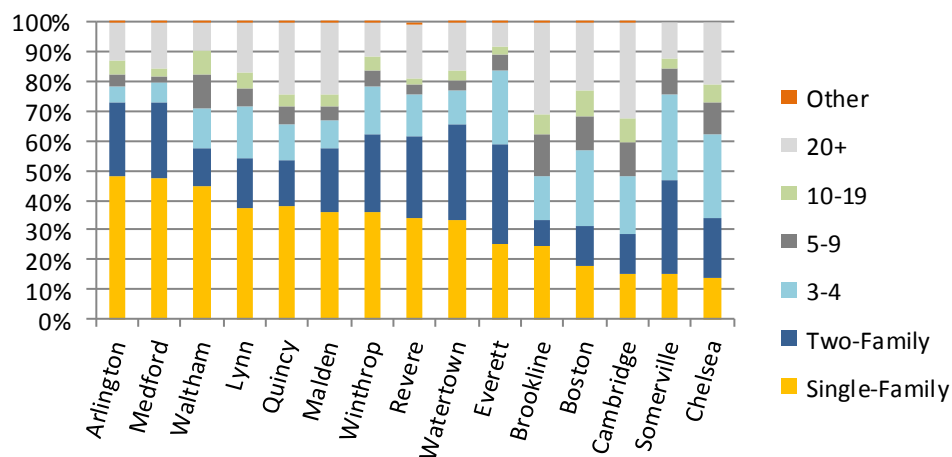
**Figure 12: Arlington Housing Units by Type**



Source: U.S. Census Bureau, 2009-2013 American Community Survey

Though more than half of Arlington's housing supply is in multifamily developments, its rate of single-family housing is still higher than in all other Inner Core municipalities.

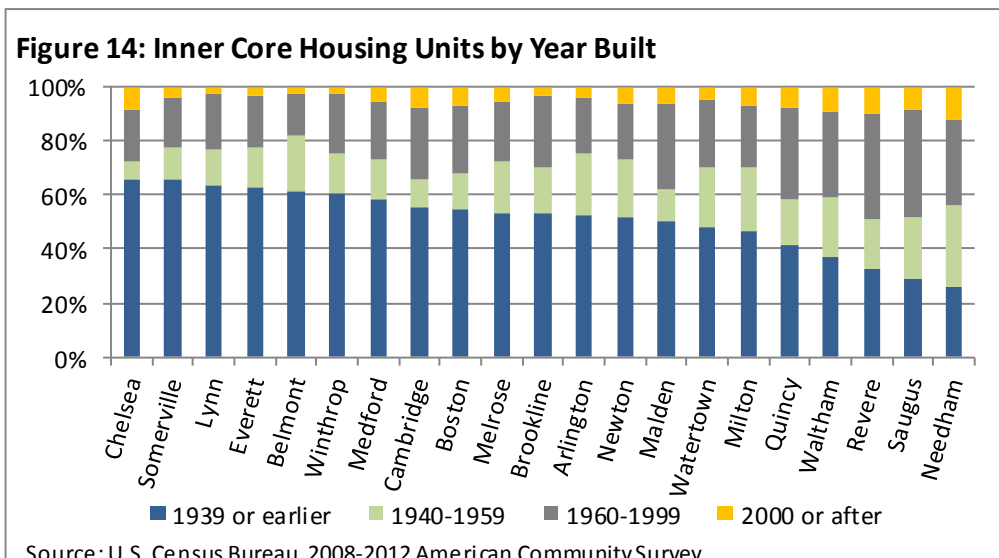
**Figure 13: Inner Core Housing Units by Type**



Source: U.S. Census Bureau, 2009-2013 American Community Survey

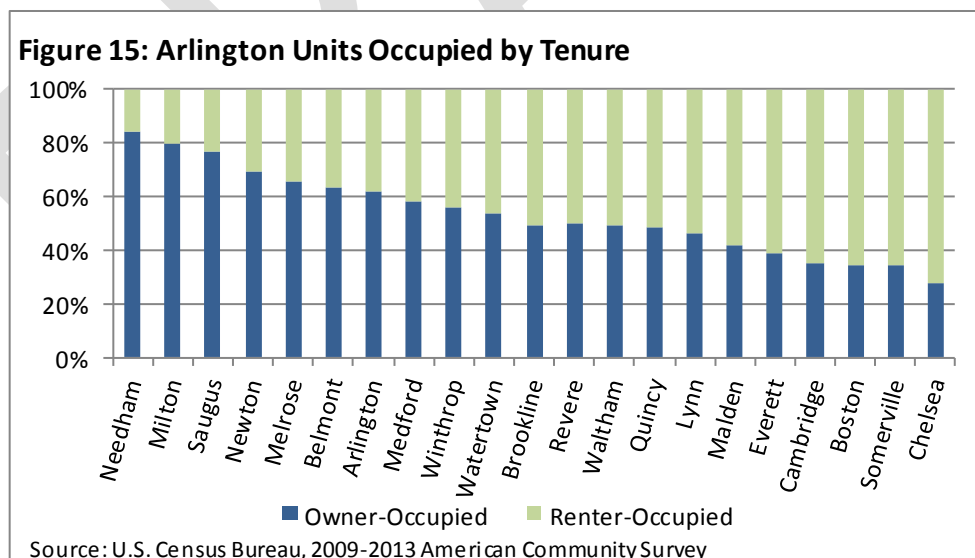
Much of Arlington's housing stock is older, with more than half of units built before 1939. The amount of housing built prior to this date, plus the town's aging population and number of low- and moderate-income households, makes Arlington eligible to receive funding through the U.S. Department of Housing and Urban Development (HUD) as an Entitlement Community from the CDBG Program and HOME Investment Partnerships Program for affordable housing. In addition, older structures can lack heating and energy efficiencies and may not be code compliant, which adds to monthly utility and maintenance costs that impact the affordability of older, outdated

units for both owners and renters. Despite this high rate of older housing in Arlington, the town has more newer housing units than many of its neighbors.



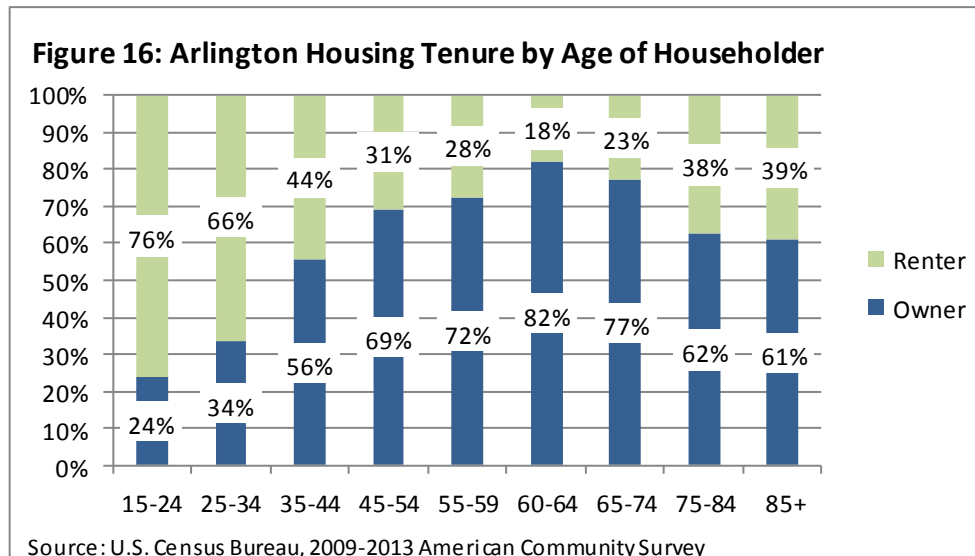
## Tenure

The majority of Arlington's housing stock is owner-occupied. While rental housing makes up more than a third of the town's housing inventory, most other Inner Core communities have lower rates of homeownership. When rental housing is limited and demand is high, rental rates tend to rise.



If you live in Arlington, the likelihood that you own your home generally increases with age. That is, until you get to your 70s, at which point the rate of homeownership remains high but begins to fall. This means that renting is more common among Arlington's younger householders: Nearly three-quarters of those age 15-24 rent, as does 66% of those age 25-34.





## Vacancy

According to ACS 2009-2013 data, 96% of housing units in Arlington are occupied. The town's vacancy rate of 4% (782 units) is considered very low. This vacancy rate is lower than that in both the MAPC region (6%) and Massachusetts (9%). The only vacancies in Arlington are on the rental market.

## Housing Market

Housing costs within a community reflect numerous factors, including demand and supply. If the former exceeds the latter, then prices and rents tend to rise. Depending on the income levels of the population, these factors can significantly reduce affordability for both existing residents and those seeking to move in.

### Sale Prices & Volume

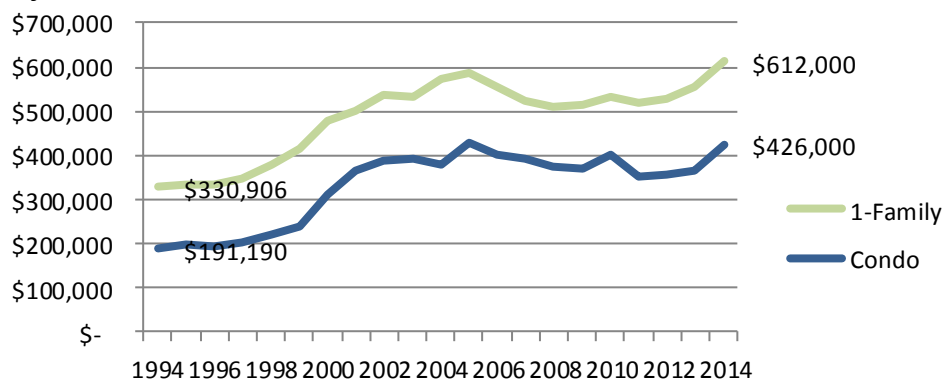
Over the last two decades, fluctuations in the Arlington housing market have been more or less consistent with broader state and national trends. Both sale volume and value hit a peak in the mid-2000s, before the bubble burst a few years later. Today, housing prices are again on the rise, though sales are slower to recover.

If a person bought a median-price home in Arlington in 2009, when prices were the lowest they'd been since 2003, it would have cost \$426,500, according to market data from The Warren Group. Today, that equivalent home would be \$461,793 (8% more) due to inflation.<sup>6</sup> Home sales prices in Arlington increased by more than just inflation. By 2014, the median sales price was \$550,000, 29% higher than the 2009 median even after adjusting for inflation. That year, a median-priced single-family home was \$612,000 and a condominium was \$426,000. Median

<sup>6</sup> Inflated home prices result from insufficient supply, increases in the cost of raw materials, or increases in demand.

home sales price that year even surpassed the 2004 peak of \$536,452 (in 2014 inflation-adjusted dollars). Arlington residents feel there is a housing crisis, reporting multiple offers above asking price and an increase in the number of million-dollar houses in town.

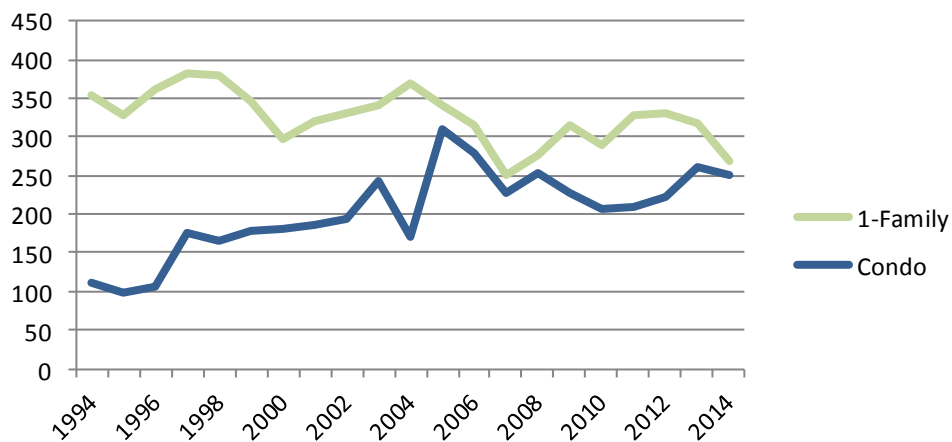
**Figure 17: Arlington Median Home Prices, 1994-2014, Adjusted for Inflation**



Source: The Warren Group, 2014, in a adjusted 2014 dollars

Generally, the volume of home sales in Arlington began declining after 2005, loosely when sales price began falling. In 2009, when prices began rising, sales also began to increase, though not consistently over the long term. As demand for housing in Arlington increased, turnover slowed. Fewer homes on the market meant fewer opportunities for new residents to move in, and home prices continued to rise as demand went unmet.

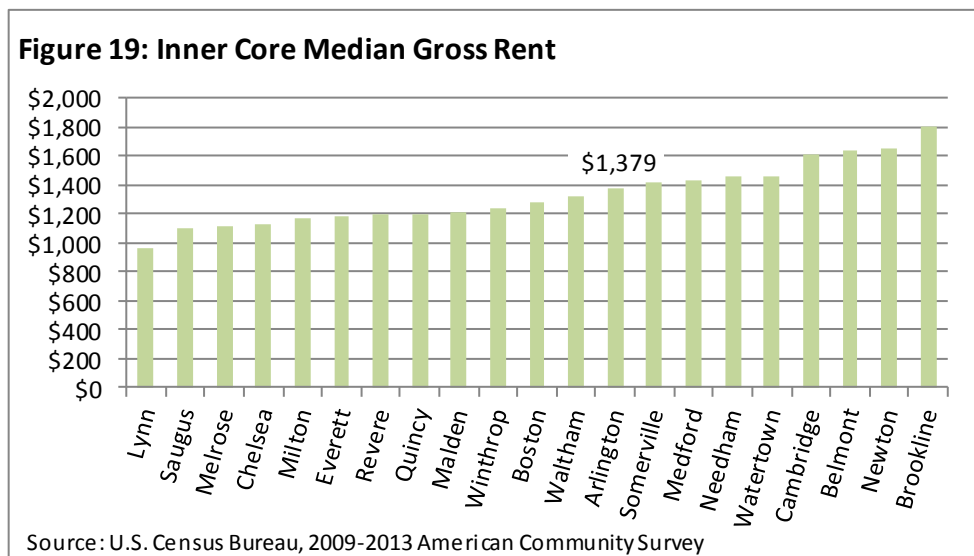
**Figure 18: Arlington Home Sales by Type, 1994-2015**



Source: The Warren Group, 2015

## Rental Market

Median gross rents in the Inner Core sub-region range from just under \$1,000 to nearly \$2,000. At \$1,379, Arlington's median gross rent is on the higher end of that range and higher than Middlesex County's median gross rent of \$1,268.



However, Census rental data does not provide the best understanding of Arlington's current market. First, rents are self-reported via the American Community Survey and therefore not necessarily reliable. Second, they represent units that were leased at any time prior to survey response, so they may be outdated.

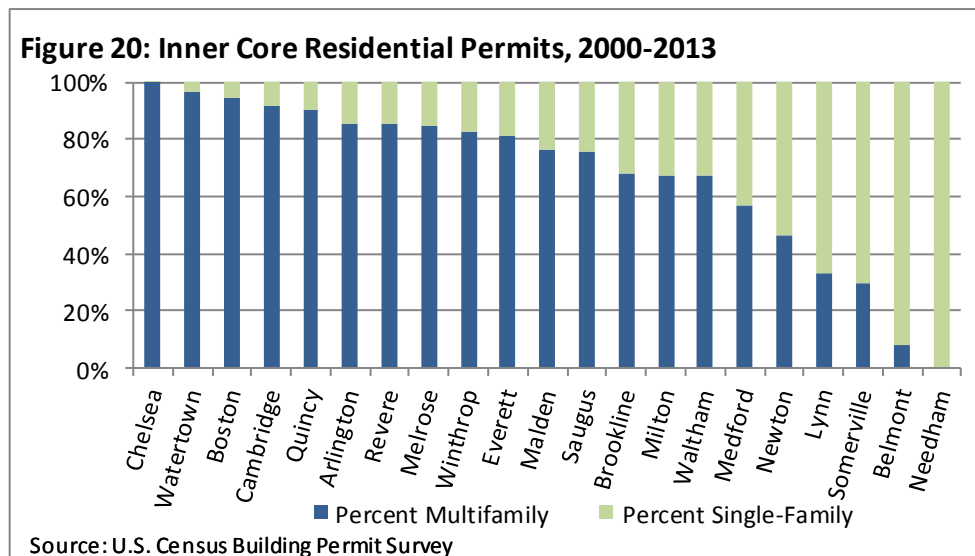
The website PadMapper, on the other hand, gathers rental data from independent landlords and rental websites, such as Oodle, RentalHomesPlus, Rent.com, and ApartmentFinder, reflecting recent listings rather than occupied rental units. According to the 91 apartments listed in November 2015, median rent in Arlington is \$1,950. This is higher than the ACS gross rent estimation of \$1,379 by \$571.

While Arlington's overall rental housing market was quite tight at this time, there were especially few larger units listed. While there were 8 studios, 30 1-bedroom apartments, and 39 2-bedroom apartments listed, there were only 6 3-bedroom, 7 4-bedroom, and 1 5-bedroom apartments. This means that all potential new residents seeking to rent in Arlington have limited options available to them, and larger households will have an even harder time.

## Housing Units Permitted

Though permitting trends are not a perfect indication of the rate at which a municipality expands its housing stock, because they can be underreported to the Census or units are not always built even if permits are issued, they are a good indication of the rate of housing growth a community supports. Between 2000 and 2013, Arlington issued 779 residential permits. While this is not an

insignificant number of units, most are in a few large developments including The Legacy in Arlington Center, Arlington 360, Brightview Assisted Living, and Brigham Square.



Only five Inner Core communities had higher rates of multifamily permitting than Arlington: Chelsea, Watertown, Boston, Cambridge, and Quincy. The majority of permitting in Arlington during this timeframe was for multifamily housing: 667 permits or 86% of the total. Since 2010, permitting for multifamily housing has been on the rise in Arlington, while permitting for new single-family housing has been less common (no permits for new single-family houses were issued in 2011 or 2012). Despite relatively high rates of permitting, those in the local real estate community note that housing supply remains tight and demand is increasing.

## Development Pipeline

As of April 2016, Arlington has six multifamily developments in various stages of planning totaling more than 50 new residential units. Several of these projects will be developed by the Housing Corporation of Arlington and will be 100% affordable.

**Table 8: Arlington Development Pipeline, April 2015**

| #  | Development            | Location          | Units | Percent Affordable | Stage                |
|----|------------------------|-------------------|-------|--------------------|----------------------|
| 1. | 20-26 Westminster      | Arlington Heights | 9     | 100%               | Permitted, in design |
| 2. | Kimball-Farmer House   | Arlington Heights | 3     | 100%               | Construction         |
| 3. | 428 Massachusetts Ave. | Arlington Center  | 3     | 0%                 | Construction         |
| 4. | 117 Broadway           | East Arlington    | 14    | 100%               | Projected            |
| 5. | 19 Rear Park Ave.      | Arlington Heights | 25    | 100%               | Projected            |

Source: Town of Arlington

## Projected Demand for Housing Units

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MAPC projects robust demand for housing in Arlington in the coming years. Given units permitted between 2010 and 2013, projections call for an additional 321 units in a variety of housing types by 2020 to meet demand. During the most recent six-year period, Arlington permitted 463 housings, 435 of which were in multifamily developments at Arlington 360, Brightview, and Brigham Square. If the recent rate of housing production were to continue, Arlington would be able to meet or even exceed projected future demand.

## Housing Affordability

### Key Findings

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- Nearly a third of Arlington households are low income, with rates especially high among elderly unrelated households, and therefore eligible for most deed-restricted affordable housing.
- More than a third of all households are cost burdened, defined as paying more than 30% of annual household income on housing. Both low-income and middle-income households are similarly cost burdened. Elderly households experience even higher rates of cost burden.
- Arlington's median gross rent is more than fair market rents for all but the largest units.
- Foreclosure is not a serious issue in Arlington.
- Arlington's subsidized housing inventory (SHI) is increasing, but at 5.64%, the town has not yet met the state affordable housing target of 10% of total year-round housing.

### Households Eligible for Housing Assistance

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One measure of affordable housing need in a community is the number of local households eligible for housing assistance. Federal and state programs use area median income (AMI), along with household size, to identify these households. Table 8 below shows U.S. Department of Housing and Urban Development (HUD) income limits for extremely-low- (below 30% of AMI), very-low- (30-50% of AMI), and low-income (51-80% of AMI) households by household size for the Boston-Cambridge-Quincy Metropolitan Statistical Area, which includes Arlington. Typically, households at 80% of AMI and below qualify for housing assistance.

**Table 9: FY2015 Affordable Housing Income Limits,  
Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area**

| Household Size | Extremely Low Income (30% AMI) | Very Low Income (50% AMI) | Low Income (80% AMI) |
|----------------|--------------------------------|---------------------------|----------------------|
| 1 Person       | \$20,700                       | \$34,500                  | \$48,800             |
| 2 Person       | \$23,650                       | \$39,400                  | \$55,800             |
| 3 Person       | \$26,600                       | \$44,350                  | \$62,750             |
| 4 Person       | \$29,550                       | \$49,250                  | \$69,700             |
| 5 Person       | \$31,950                       | \$53,200                  | \$75,300             |
| 6 Person       | \$34,300                       | \$57,150                  | \$80,900             |
| 7 Person       | \$36,730                       | \$61,100                  | \$86,450             |
| 8 Person       | \$40,890                       | \$65,050                  | \$92,050             |

Source: HUD, 2015

Nearly a third (27% or 5,185) of all Arlington households (19,073) is categorized as low income. More specifically, 11% of all households fall into the extremely low-income category, 9% into the very low-income category, and 7% earn 50-80% of AMI. The highest rate of low-income status is among elderly non-family households in Arlington: 64% of all households of this type are low income. More than a third (33%) of elderly families and nearly a third (29%) of “other” households are also low income.

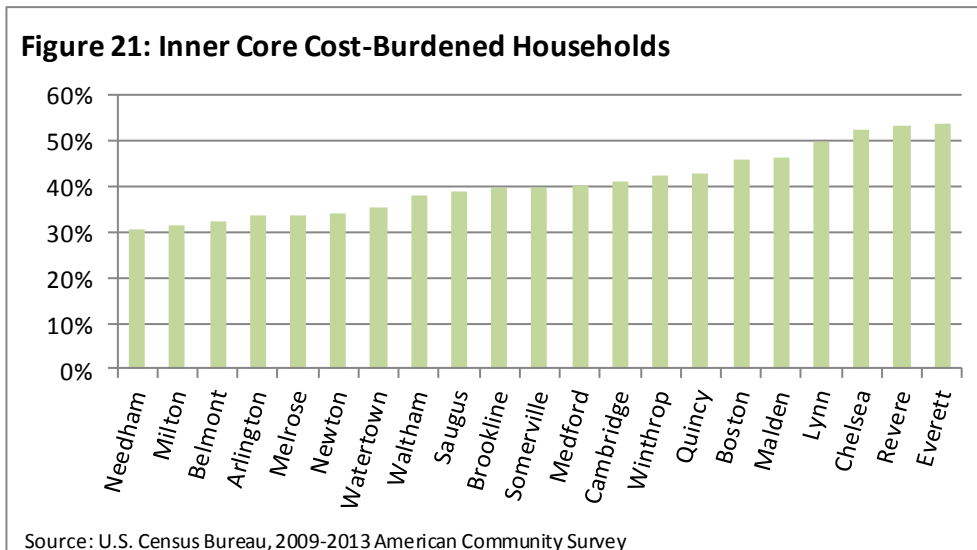
**Table 10: Income as Percent of AMI by Household Type/Size, Arlington**

|                             | Total Households | Low-Income Households |            |            |          |
|-----------------------------|------------------|-----------------------|------------|------------|----------|
|                             |                  | <30% AMI              | 30-50% AMI | 50-80% AMI | >80% AMI |
| Elderly (1-2 Members)       | 2,260            | 6.4%                  | 12.4%      | 14.2%      | 67.0%    |
| Elderly Non-Family          | 2,920            | 32.5%                 | 19.0%      | 12.8%      | 35.6%    |
| Small Related (2-4 Persons) | 7,795            | 4.0%                  | 4.1%       | 3.5%       | 88.4%    |
| Large Related (5+ Persons)  | 829              | 1.8%                  | 6.0%       | 6.0%       | 86.1%    |
| Other                       | 5,269            | 13.6%                 | 8.7%       | 6.9%       | 70.8%    |
| Total                       | 19,073           | 11.2%                 | 8.7%       | 7.3%       | 72.8%    |

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2008-2012

## Housing Cost Burden

Another method to determine whether housing is affordable to a community's residents is to evaluate the portion of a household's gross income that goes towards housing costs. Households that spend more than 30% of their income on housing are housing cost burdened, and those that spend more than 50% are severely cost burdened. HUD considers a rate of 30% or higher cost-burdened households and 15% or higher severely cost-burdened households to pose a significant issue for a community.



In Arlington, 33% of all households are cost-burdened, just above HUD's threshold for concern, while 14% percent pay more than 50% of income on housing costs, just under HUD's threshold. Most Inner Core municipalities have similar or even higher rates of cost burden, indicative of the high housing costs across the sub-region. In Arlington, renters and owners experience comparable rates of cost burden: 31% compared to 29%. Typically, owners experience notably higher rates, but in Arlington high rents have made renting less affordable than in the past.

### Cost Burden by Type

In Arlington, rates of cost burden are high across all household types, though some are more impacted than others. Elderly non-families experience the highest rate of cost burden and severe cost burden.

**Table 11: Cost Burden by Household Type, All Households, Arlington**

| Household Type              | Households | Cost Burden |         | Severe Cost Burden |         |
|-----------------------------|------------|-------------|---------|--------------------|---------|
|                             |            | Count       | Percent | Count              | Percent |
| Elderly (1-2 Members)       | 2,260      | 675         | 30%     | 280                | 12%     |
| Elderly Non-Family          | 2,920      | 1,470       | 50%     | 835                | 29%     |
| Small Related (2-4 Persons) | 7,795      | 1,785       | 23%     | 700                | 9%      |
| Large Related (5+ Persons)  | 829        | 244         | 29%     | 60                 | 7%      |
| Other                       | 5,269      | 1,459       | 28%     | 694                | 13%     |
| Total                       | 19,073     | 5,633       | 30%     | 2,569              | 13%     |

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2008-2012

Because households of any income level can be cost burdened just by buying or leasing dwelling units they cannot afford even if alternative, less costly market-rate housing is available to them, it is important to consider rates of cost burden among low-income households specifically because they tend to have fewer options. In Arlington, one-third of all low-income households are cost burdened and 41% are severely cost burdened. Rates of cost burden are highest among elderly

families, large families, and elderly non-families, while rates of severe cost burden are highest among small families, elderly non-families, and “other” households.

**Table 12: Cost Burden by Household Type, Low-Income Households, Arlington**

| Household Type              | Total | Cost Burden | Severe Cost Burden |
|-----------------------------|-------|-------------|--------------------|
| Elderly (1-2 Members)       | 745   | 45%         | 22%                |
| Elderly Non-Family          | 1,880 | 32%         | 43%                |
| Small Related (2-4 Persons) | 905   | 21%         | 52%                |
| Large Related (5+ Persons)  | 115   | 39%         | 39%                |
| Other                       | 1,540 | 24%         | 42%                |
| Total                       | 5,185 | 30%         | 41%                |

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2008-2012

## Middle-Income Housing Problems

Because housing costs in Arlington are so high, even middle-income households spend a high proportion of their incomes to live in town. More than of a third of these households, earning 80-120% of AMI, are cost burdened.<sup>7</sup> The rate is higher among homeowners (41%) than renters (23%), perhaps reflecting high mortgage payments relative to rental rates.

**Table 13: Cost Burden for Households at 80-120% of AMI, Arlington**

|                                  | #     | %   |
|----------------------------------|-------|-----|
| Total Households                 | 3,025 | n/a |
| With Housing Problem             | 1,020 | 34% |
| Total Owner-Occupied Households  | 1,800 | n/a |
| With Housing Problem             | 740   | 41% |
| Total Renter-Occupied Households | 1,225 | n/a |
| With Housing Problem             | 280   | 23% |

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2008-2012

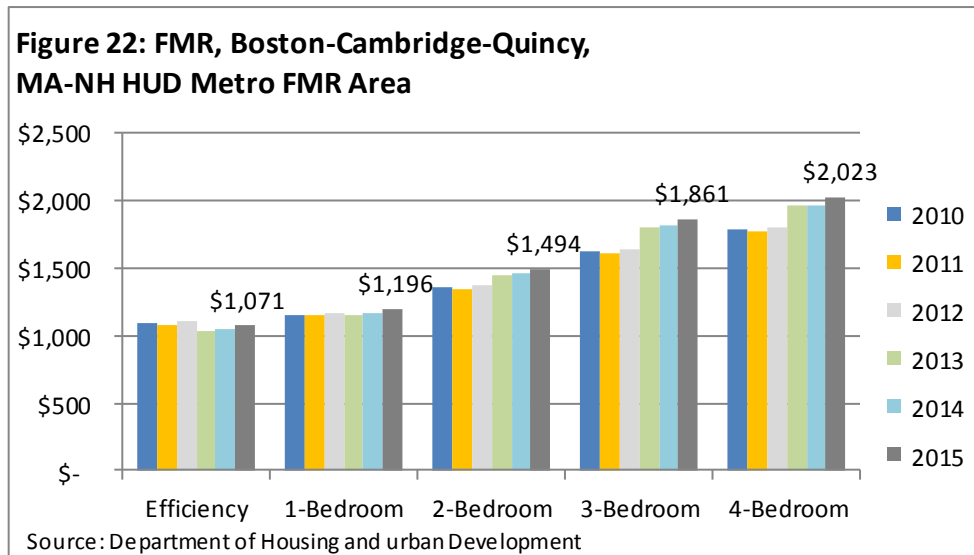
## Fair Market Rents

Figure 20 below illustrates Fair Market Rents, or maximum allowable rents (not including utility and other allowances) determined by HUD for subsidized units in the Boston Metropolitan Statistical Area, which includes Arlington. The upward trend reflects the annual adjustment factor intended to account for rental housing demand. Given the constraints on the Greater Boston rental housing market, rising rent is unsurprising and points to the need for more rental housing at

<sup>7</sup> A household is said to have a housing problem if it has one or more of the following problems: housing unit lacks complete kitchen facilities, housing unit lacks complete plumbing facilities, household is overcrowded (meaning there is more than one in person to a room), and/or household is cost burdened. 2009-2013 ACS data estimates indicate that less than 1% of Arlington’s occupied housing units are afflicted by problems #1, #2, or #3 (0.9%, 0.2%, and 0.9% respectively). Therefore, it can be concluded that the most prominent housing problem in town is #4: cost burden.

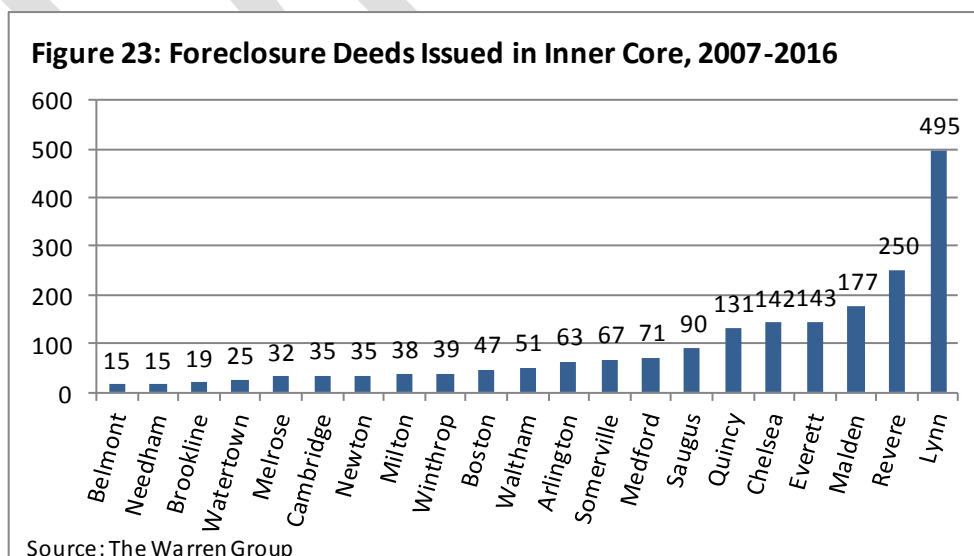


multiple price points. Arlington's median gross rent, according to either Census (\$1,379) or PadMapper (\$1,950) data is higher than 2015 Fair Market Rents for all unit sizes other than those with four bedrooms.



## Foreclosures

The Greater Boston region was spared the worst impacts of the recent housing crisis, though foreclosures did surge over the last decade. In Arlington between 2007 and 2016, there were 63 foreclosure deeds issued. As these homes were foreclosed, their occupants were forced to relocate in search of affordable housing options. More than half of the Inner Core municipalities saw fewer foreclosures than Arlington during that timeframe, with Belmont and Needham issuing the fewest foreclosure deeds at 15 each. On the other end of the spectrum, Lynn issued 495 foreclosure deeds.

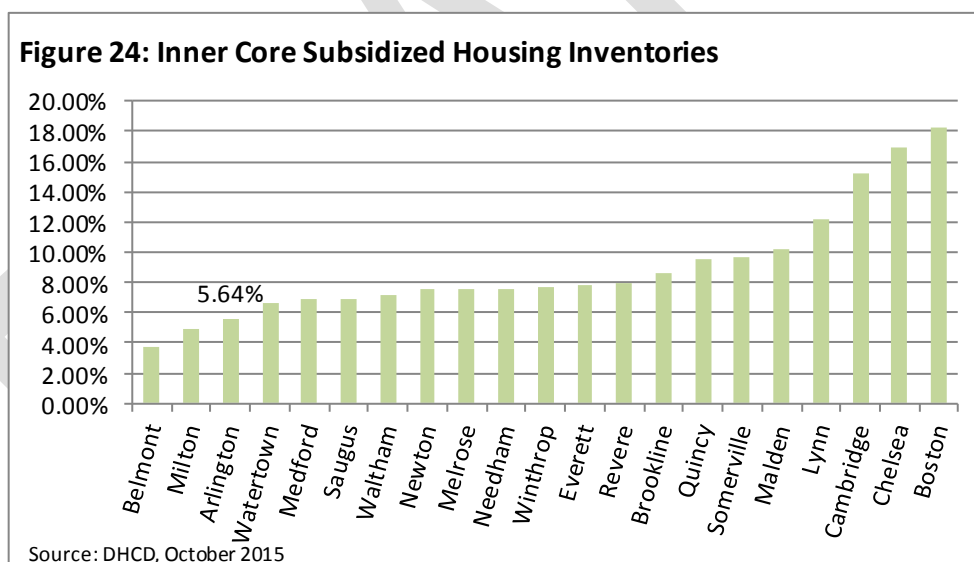


Most foreclosure deeds, across the sub-region, were issued between 2008 and 2012. For the most part, the number of foreclosures has dropped off dramatically since then. Arlington issued 4 foreclosure deeds in 2013, 8 in 2014, 2 in 2015, and only 1 in 2016.

## Subsidized Housing Inventory

Under M.G.L. Chapter 40B, affordable housing units are defined as housing that is developed or operated by a public or private entity and reserved for income-eligible households earning at or below 80% of AML. Units are secured by deed restriction to ensure affordability terms and rules. All marketing and selection follow Affirmative Fair Housing Marketing guidelines per the Massachusetts Department of Housing and Community Development (DHCD).

Housing that meets these requirements, if approved by DHCD, is added to the Subsidized Housing Inventory (SHI). Chapter 40B allows developers of low- and moderate-income housing to obtain a Comprehensive Permit to override local zoning and other restrictions if less than 10% of a community's housing is included on the SHI. With 1,121 affordable units out of 19,552 total year-round housing units, Arlington's SHI is 5.64% as of October 2015. Within the Inner Core sub-region, most municipalities have higher ratings on the SHI, and five municipalities have exceeded 10%.



Though Arlington has not yet met the state's 10% target, it has made progress, increasing from 4.43% in 1997 to today's rate of 5.64%. To meet the target, the town requires an additional 834 eligible units.

Because the SHI is determined using the total number of housing units from the most recent decennial Census (the denominator), the number of SHI units (the numerator) must increase as the number of market-rate units increases in order to preserve or exceed the current proportion. While Arlington has nearly 900 units that are affordable in perpetuity, 256 are set to expire

between now and 2059. Most of these units are subsidized by HUD, though some are subsidized by DHCD, MassHousing Partnership (MHP), and MassHousing.

Millbrook Square is of particular concern. Built in 1982 with HUD financing, its affordability requirements first expired in 2002. The owner, Corcoran Jennison, has kept it affordable since then with a series of 5-year contracts with HUD, but could cease that practice at the end of any 5-year term. Keeping this project affordable, with 146 affordable elderly units, is of critical importance to the community.

DRAFT

# Development Constraints, Capacity, & Opportunities

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As a high-density, largely built-out town, Arlington offers limited development opportunities amidst many constraints. At the same time, the Town has a number of tools to meet housing need and demand already at its disposal. This section first assesses geographic development constraints and regulatory barriers to residential development, then assesses Arlington's existing tools and resources that can be used to overcome them, and finally examines areas of town with potential for new housing development and redevelopment.

## Natural & Physical Constraints

### Land Availability

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Arlington is 3,510 acres, of which 6%, or 216 acres, is water. These bodies include Spy Pond and a smaller pond in Menotomy Rocks Park. Wetlands compose just 13 acres. Another 173 acres, or 5% of the total, are permanently protected open space inappropriate for development.

In addition to these hard constraints, flood zones can also impede development. In Arlington, 518 acres, or 15% of total land area, fall in the 100-year and 500-year flood zones. Development occurring here requires high levels of insurance.

There are several sites in town that are contaminated to some degree (see appendix for locations on map). These include Chapter 21E tier classified sites: a gas station/service area at 85 River Street, a commercial property at 882-892 Massachusetts Avenue, a MBTA bus station at 1389 Massachusetts Avenue, a site on Route 2 West at mile marker 132, and the Arlington High School at 869 Massachusetts Avenue. This last site was reported for a chemical vapor leak that may be due to the dry cleaners that used to be located there. The problem was monitored, but not addressed due to technological difficulties with non-localized leaks.

There are also Site Activity & Use Limitation (AUL) sites, or brownfields, in town. These include an MBTA parking lot at 1395-1425 Massachusetts Avenue; 51 Grove Street; 180 Mountain Avenue; 24 Central Street; 1386 Massachusetts Avenue; the Arlington Catholic Playing Field on Summer Street; and Brigham Square Apartments, a commercial property, and associated parking lot at 30 Mill Street. The playing field has not been remediated, either because it's not considered to pose a significant risk or for some other reason. Brigham Square, on the other hand, has been remediated and the contamination "reduced to background." Both Chapter 21E tier and AUL sites are contaminated with oil and/or hazardous materials, and require a certain degree of remediation prior to development. The high cost of this pre-development work can deter re-use of these sites.

In addition to these constraints, the built environment poses further challenges to new development. Small lot sizes make multifamily through mixed-use development difficult. In the past, developers of this housing typology have had to assemble several parcels to make projects of scale work. This in and of itself is problematic because Arlington is a high-density town that the community feels it is largely built-out. There are no favorable sites for greenfield development. Housing production will be primarily limited to infill and redevelopment. Identifying these opportunities and working with property owners and developers to facilitate housing production will take time and determination.

## **Municipal Infrastructure**

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### **Water & Sewer**

The Town of Arlington receives its water and sewer service from the Massachusetts Water Resources Authority (MWRA). The Town has responsibility over the maintenance of local water and sewer infrastructure. Collectively, the Arlington Department of Public Works' (DPW) Water/Sewer Division maintains 135 miles of water mains, 127 miles of sewer mains, and 9 sewer main stations, along with many valves, hydrants, service connections, and service shut-offs. Residents and businesses pay for water and sewer use, about \$12 million in total, which the Town then pays the MWRA. Water and sewer rates are set at levels that allow the Town to fulfill its payment obligation to the MWRA while also allowing for operating and capital reserves.<sup>8</sup>

During the last few years, the MWRA has replaced aging pipes and installed new water mains to improve the capacity of Arlington's system. Most recently, beginning in April 2015, MWRA replaced 4,500 feet of 100-year-old pipeline and installed an additional 1,200 feet of new pipeline.<sup>9</sup> While Arlington faces the usual constraints typical to built-out communities, the Town does not have capacity issues related to water and sewer that will impede housing production.

### **Roads & Transportation**

About 17% of Arlington residents commute to work via public transportation. While there is no rail service in town, buses provide access to the Red Line at Alewife Station and both the Red Line and Commuter Rail at Porter Square Station. Arlington is also served by MBTA bus routes that operate within the town and connect it with Cambridge, Somerville, and downtown Boston.<sup>10</sup> Nevertheless, some bus routes only have limited service during non-peak hours and parts of town do not receive bus service at all.<sup>11</sup>

Almost 67% of Arlington residents drive alone to work while 6% carpool. Consequently, Arlington's roads and intersections experience significant congestion during peak commuter

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<sup>8</sup> 2015 Arlington Master Plan.

<sup>9</sup> Massachusetts Water Resources Authority <<http://www.mwra.state.ma.us/projects/water/7448-arlington-pipeline/7448-update.html>>.

<sup>10</sup> MBTA bus routes that run through Arlington include Routes 62, 67, 76, 77, 78, 79, 80, 84, 87, 350, and 351.

<sup>11</sup> 2015 Arlington Master Plan.

periods. There is also considerable congestion at certain locations and times due to school drop-offs and pick-ups.<sup>12</sup>

The Arlington DPW's Highway Division maintains 102 miles of roads, 175 miles of sidewalks, 175 miles of curb, and 8 parking lots in town. It provides street sweeping services weekly for main streets and twice annually for all other streets. In addition, the Highway Division maintains signs, traffic lines, and drainage systems along roads.<sup>13</sup>

DPW is also responsible for snow removal and ice control in winter, but the town has no designated areas for snow removal storage because land is so limited. DPW works with the owners of vacant or underutilized parcels, such as parking lots, to relocate snow during storms. In the recent past, DPW has been forced to move snow to public parks, including a ball field, which could potentially inflict costly damage to these town facilities.<sup>14</sup>

The Town of Arlington recently completed the MassDOT-funded Massachusetts Avenue Reconstruction project, which reconstructed Massachusetts Avenue between Pond Lane and the Cambridge city line by improving mobility and pavement conditions for vehicles, bicyclists, and pedestrians. The Arlington Center Safe Travel Project, also MassDOT-funded, will link two sections of the Minuteman Bikeway that are currently separated by a major intersection in Arlington Center. This will also improve pedestrian safety and traffic operations by coordinating signals, shortening crosswalk lengths, adjusting signal timing, and increasing turning lane storage.<sup>15</sup> In addition, the Town recently began conceptual planning for Phase II of a Massachusetts Avenue streetscape project that will span Pond Lane to Mill Street. These projects are intended to decrease congestion by encouraging alternatives to driving such as walking, biking, and taking transit.

## **Schools**

The Town of Arlington operates nine public schools: seven elementary schools (Bishop, Brackett, Dallin, Hardy, Peirce, Stratton, and Thompson), Ottoson Middle School, and Arlington High School. Arlington also belongs to the Minuteman Regional Vocational Technical School District. About 125 high school students from Arlington a year attend the Minuteman Regional High School. Nearly half of Arlington students are in elementary school; enrollment is imbalanced across the seven schools serving grades kindergarten through five. To address this, a redistricting plan went into effect for the 2013-2014 school year.<sup>16</sup>

As of the 2015-2016 school year, Brackett, Dallin, and Thompson Elementary Schools were determined to be at capacity. Though Hardy is not currently at capacity, it is anticipated that it will be by the 2017-2018 school year. Ottoson Middle School is already at capacity with 1,100 sixth-eighth grade students, 50 more than it was designed to accommodate in the 1980s. The

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<sup>12</sup> Ibid.

<sup>13</sup> Public Works Department, 2014 Annual Town Report.

<sup>14</sup> 2015 Arlington Master Plan.

<sup>15</sup> Ibid.

<sup>16</sup> 2015 Arlington Master Plan.

Town expects recent enrollment increases in the elementary schools to carry on to the middle and high schools.<sup>17</sup>

Arlington is currently in the midst of a multi-year process to renovate or rebuild all seven elementary schools. To date, five elementary schools have been completed. The most recent project involved the rebuilding of Thompson Elementary, which re-opened in 2013, for \$20 million. The Stratton School will be renovated next. Ottoson Middle School is also in need of renovations. Building conditions at Arlington High School led to a recent accreditation warning from the New England Association of Schools and Colleges (NEASC). As a result, the School Department is currently conducting a needs assessment to plan for renovation or reconstruction in the next five years. To fund that work, the School Department filed a Statement of Interest with the Massachusetts School Building Authority (MSBA) in 2014.<sup>18</sup>

The Town is also considering expansion potential, both of current schools and alternative spaces. The physical opportunities and constraints in regards to expansion of Brackett, Dallin, Ottoson, and the high school are considered “fair.” In addition, enrollment capacity of the former Gibbs School is being assessed to understand its potential for future use by the school system.<sup>19</sup>

## Regulatory Constraints

### Residential Zoning

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Zoning bylaws regulate the type and location of development within a community under M.G.L. Chapter 40A. Restrictive bylaws or a lack of zoning tools that create affordable units can hinder development and serve as a barrier to meeting housing need and demand. The Town of Arlington’s Zoning Bylaw dates back to the 1970s, but has been amended many times in response to changing land use and development goals and needs. The current zoning bylaw makes it possible to achieve some housing diversity in town, including multifamily housing and affordable units. However, the bylaw does not facilitate development of higher density. Residential buildings containing more than two units generally require at least special permits to develop. In a focus group with Arlington real estate professionals, participants conveyed the feeling that zoning is not conducive to larger multifamily housing development and that project approval is inefficient.

With 19 distinct districts total—including Business and Industrial Districts—and complex dimensional requirements, Arlington’s bylaw is complicated and can be difficult for property owners and developers to navigate. Below is a brief summary of allowable residential uses in each district.

R0 has the lowest residential density of all districts and primarily allows only large-lot single-family housing. In addition to single-family housing, R1 includes public land and buildings. R2 is a two-family district. Parcels are generally within walking distance of stores and transit along

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<sup>17</sup> Enrollment Projections/Forecasts, 2015 Space Planning Report for Arlington Public Schools.

<sup>18</sup> Ibid.

<sup>19</sup> Ibid.

Massachusetts Avenue and Broadway. R3 is a three-family district, also along Massachusetts Avenue and Broadway. R4 to R7 allow multifamily housing of varying dimensions, as well as townhouse development.

The Business zones all allow multifamily housing by special permit. In many of these districts, larger projects in important locations, such as along Massachusetts Avenue, Broadway, and the Minuteman Bikepath, require review by the Arlington Redevelopment Board (ARB).

Industrial zones, of which there are approximately six in town, do not allow any residential uses. Many about the Mill Brook, which was the historic power source as Arlington was first developed.

| <b>Table 14: Arlington Zoning Bylaw, Table of Residential Uses</b> |                  |             |             |             |             |             |             |             |            |            |             |            |            |            |           |     |
|--|------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|------------|-------------|------------|------------|------------|-----------|-----|
|  | <b>Districts</b> |             |             |             |             |             |             |             |            |            |             |            |            |            |           |     |
|  | Residence 0      | Residence 1 | Residence 2 | Residence 3 | Residence 4 | Residence 5 | Residence 6 | Residence 7 | Business 1 | Business 2 | Business 2A | Business 3 | Business 4 | Business 5 | Multi-Use | PUD |
| Residential Uses   | R0               | R1          | R2          | R3          | R4          | R5          | R6          | R7          | B1         | B2         | B2A         | B3         | B4         | B5         | MU        | PUD |
| Single-family detached dwelling                                    | Yes              | Yes         | Yes         | Yes         | Yes         | Yes         | Yes         | Yes         | Yes        | Yes        | Yes         | Yes        | Yes        | Yes        |           | Yes |
| 6+ single-family dwellings on 1+ contiguous lots                   | SP               | SP          | SP          | SP          | SP          | SP          | SP          | SP          | SP         | SP         | SP          | SP         | SP         | SP         | SP        | SP  |
| 2-family dwelling, duplex house                                    |                  |             | Yes         | Yes         | Yes         | Yes         | Yes         | Yes         | Yes        | Yes        | Yes         | Yes        | Yes        | Yes        |           | Yes |
| 6+ units in 2-family or duplex houses                              |                  |             | SP          | SP          | SP          | SP          | SP          | SP          | SP         | SP         | SP          | SP         | SP         | SP         | SP        | SP  |
| 3-family dwelling  |                  |             |             | SP          | SP          | SP          | SP          | SP          | SP         | SP         | SP          | SP         | SP         | SP         |           | SP  |
| Town House   |                  |             |             | SP          | SP          | SP          | SP          | SP          | SP         | SP         | SP          | SP         |            | SP         | SP        | SP  |
| Apartment House  |                  |             |             |             |             | SP          | SP          | SP          |            | SP         | SP          | SP         | SP         | SP         | SP        | SP  |
| Dormitory  |                  |             |             |             | SP          | SP          | SP          | SP          |            |            |             |            |            |            | SP        | SP  |

(continued on next page)



| Residential Uses                          | R0 | R1 | R2 | R3 | R4 | R5 | R6  | R7  | B1  | B2  | B2A | B3  | B4  | B5  | MU | PUD | I   | T | OS |
|---|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|----|-----|-----|---|----|
| Licensed Lodging House                    |    |    |    | SP | SP | SP | SP  | SP  | SP  |     |     |     |     | SP  |    | SP  |     |   |    |
| Rehabilitation Residence                  |    |    |    | SP | SP | SP |     |     | SP  |     |     |     |     |     | SP | SP  |     |   |    |
| Conversion to apartments                  |    |    |    |    | SP | SP |     |     |     | SP  |     |     |     |     |    |     |     |   |    |
| Assisted Living                           |    |    |    |    |    |    | SP  |     |     |     |     | SP  |     |     | SP |     |     |   |    |
| Renting of 3 or fewer rooms within a DU   | SP | SP | SP | SP | SP | SP | SP  | SP  | Yes | Yes | Yes | Yes | Yes | Yes |    |     | Yes |   |    |
| Up to 3 DU with a business or service use |    |    |    |    | SP | SP | Yes | Yes | SP  | SP  | SP  | SP  | SP  | SP  |    | SP  |     |   |    |

Source: Town of Arlington Zoning Bylaw

While the bylaw defines a range of residential types—including apartment houses, assisted living, duplex houses, two-family housing, three-family housing, and single-to-multifamily housing conversion—it omits some rather common residential land uses, such as accessory dwelling units and cluster residential.

The town's recently adopted Master Plan includes a number of recommendations to amend the Zoning Bylaw in various ways in order to encourage mixed-use development. The Master Plan Implementation Committee considered this one of its most immediate priorities. At spring Town Meeting 2016, an amendment to the zoning bylaw that allows mixed-use development along commercial corridors (primarily Massachusetts Avenue and Broadway) by special permit and reduced parking options passed with overwhelming support.

Included in the Master Plan is a zoning audit prepared by RKG Associates, which highlights other potential regulatory barriers to residential development. Minimum lot size for residential land uses, which range from 5,000 to 9,000 square feet, and minimum frontage requirements are generally consistent with development trends in town, according to the zoning audit. The one exception is for townhouses, which generally have lower frontage widths and lot sizes (16-30 feet compared to 100 feet and 2,000 square feet compared to 20,000 square feet, respectively). Further, development of townhouses tends to require a higher FAR than 0.75, which is the maximum allowed by Arlington's bylaw. Regulations for this housing typology should therefore be reconsidered.

In addition to minimum lot size, Arlington stipulates minimum lot area per dwelling unit in order to control the maximum number of dwelling units, regardless of housing type. The Master Plan deems this an unnecessary regulation that deters mixed-use development by artificially depressing the number of units on a lot, regardless of market demand.

For most residential land uses, the maximum allowable height is 35 feet. Town houses can rise slightly higher to 40 feet. Conversions to apartments can also rise 40 feet or, under some circumstances, 60 or even 75 feet. Arlington also imposes additional height restrictions where a lot abuts a residential parcel. Restricting height can be an impediment to the production of cost-effective multifamily housing. Allowing taller buildings by right, such as 5 stories or 65 feet where appropriate, would facilitate this type of housing development in town.

Parking requirements in Arlington are fairly progressive. In single- and two-family zones, a minimum of two off-street parking spaces is required for one-, two-, and three-family dwellings. For apartment houses, parking is tied to bedroom mix. Efficiencies require one space, one-bedroom units require 1.15 spaces, two-bedroom units require 1.5 spaces; and three-bedroom or larger units require 2 spaces.<sup>20</sup> However, recent analysis indicates that there is surplus parking at multifamily residential developments. At spring Town Meeting 2016, residents voted to address this constraint by allowing reduced parking by special permit in business zones with transportation demand management techniques to reduce resident and employee car usage.

Criteria for the granting of a special permit in Arlington are standard, but the Town has more than the usual number of special permit uses. This plus the subjective nature of special permits make the permitting process unpredictable with a long timeline, constituting a financial burden for developers and an administrative burden for the Town.

Additionally, though G.L. c. 40A, § 3 forbids imposing special permit requirements on housing for people with disabilities, development of a “rehabilitation residence” in Arlington, defined as a group residence licensed or operated by the state, requires a special permit. The permitting process for rehabilitation residences should be revised to be compliant with legal statutes.

Certain types of residential development—such as PUD, buildings containing six or more dwelling units, and multi-use projects—or in certain areas of town—such as sites abutting Massachusetts Avenue or Broadway, among others—must undergo Arlington’s Environmental Design Review. The ARB can deny a special permit if it deems the project to have “substantial adverse impact upon the character of the neighborhood in which the use is proposed, or of the town and upon traffic, utilities and public or private investments therein.” This is another hurdle housing developers face in Arlington, increasing project timeline, cost, and risk.

Lastly, the Master Plan notes that the bylaw’s definition of “family” may be non-compliant with federal Fair Housing Act regulations; “four unrelated individuals” presents a challenge for most group homes for adults with disabilities and some types of non-traditional households composed

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<sup>20</sup> Additionally, one space is required per five units of publicly assisted elderly housing, and 0.4 parking spaces for each assisted living dwelling unit. Lodging houses and other group quarters require one space per rental or sleeping unit, and one space is required per four beds in nursing homes.

of related and unrelated people. Zoning revisions in respect to this definition must be sensitive to the range of family households and the need for reasonable accommodation of people with disabilities.

## Existing Municipal Housing Tools

In the face of various development constraints, Arlington has demonstrated commitment to maintaining and increasing housing diversity and affordability. The Town provides many resources to help advance the creation and preservation of affordable housing within the community. Below is a summary of the resources Arlington currently has at its disposal to meet housing need and demand.

### Programs & Policies

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#### Affordable Housing Requirements

In 2001, the Town voted to adopt inclusionary zoning. Arlington's bylaw requires 15% of units in residential projects of 6 or more units subject to Environmental Design Review to be affordable to households earning no more than 80% of AMI for homeownership and 70% of AMI for rental units. Affordable units must conform to all requirements for inclusion on the Commonwealth's Subsidized Housing Inventory (SHI), be comparable to market-rate units, and be dispersed throughout the project except in exceptional cases when the ARB may allow a developer to make a payment in lieu of units to the Affordable Housing Trust Fund. The payment for each unit must be equal to the difference between the fair market value of a market-rate unit and the price of an affordable unit. In exchange for affordable units or payments, the applicant can choose to reduce the number of required parking spaces required by up to 10%. Since adoption, 53 affordable units have been created.

#### First-Time Homebuyers Programs

Arlington's first-time home buyers program prices affordable condominiums created through inclusionary zoning at \$150,000 to \$200,000, and requires similar re-sale prices. Homebuyers are selected by lottery and must attend a class for first-time homebuyers.<sup>21</sup>

Arlington is also a member of the North Suburban Consortium (NSC), which offers down payment/closing cost assistance loans to income-eligible first-time home buyers purchasing a single-family property, two-family property, or condominium unit in any NSC town. In order to qualify for these loans, applicants must have household incomes below 80% of AMI, a good

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<sup>21</sup> Town of Arlington <<http://www.arlingtonma.gov/departments/planning-community-development/affordable-housing-in-arlington>>.

credit score, obtain primary mortgage financing, and attend homebuyer counseling, among other qualifications.<sup>22</sup>

### **Home Improvement Loan Program**

Arlington's Home Improvement Loan Program is intended to improve the housing conditions of low- and moderate-income homeowners in Arlington. These near-prime, low-interest loans range from \$2,500 to \$25,000, and are available to those who meet certain income guidelines and have good credit ratings. Homeowners have up to 15 years to repay the loan.<sup>23</sup> Eligible home improvement work includes repair code violations, handicapped access retrofits, lead paint removal, energy conservation work, and other critical repairs.<sup>24</sup>

## **Resources**

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### **Community Development Block Grant Program (CDBG) as an Entitlement Community**

Since 2000, Arlington has invested \$5.75 million in CDBG funds, or approximately 29% of the total allocation, in affordable housing.

### **HOME Investment Partnerships Programs**

As a member of the North Suburban Consortium, Arlington receives HOME Investment Partnership Funds to support direct assistance to moderate-income homebuyers and to subsidize the development cost of affordable housing projects. HOME funds have been used to subsidize most HCA affordable housing, as well as a project developed by Caritas Communities.

### **Community Preservation Act (CPA)**

Arlington voters adopted CPA in November of 2014. The Town funds its CPA account through a 1.5% surcharge on all real estate property tax bills with a few exemptions, such as housing that is owned and occupied by anyone who qualifies for low-income housing or low-to-moderate-income senior housing.<sup>25</sup>

The Town's CPA began funding during FY2016, though it began collecting surcharge revenue on the August 3, 2015, tax bills. It will collect surcharge revenue on a quarterly basis. It is estimated that Arlington's CPA will generate \$1.4 million a year, between the tax surcharge and the matching funds received from the Commonwealth, to support eligible projects.

In accordance with M.G.L. Chapter 44B, Arlington's Community Preservation Act Committee is responsible for evaluating the town's priorities in regards to investment in affordable housing and

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<sup>22</sup> North Suburban Consortium <<http://northsuburbanconsortium.org/index.php?page=first-time-homebuyer-program>>.

<sup>23</sup> Town of Arlington <<http://www.arlingtonma.gov/departments/health-human-services/assistance-programs>>.

<sup>24</sup> Arlington Home Improvement Program <<http://arlingtonma.gov/home/showdocument?id=19562>>.

<sup>25</sup> Town of Arlington <<http://arlingtonma.gov/departments/assessor/community-preservation-act-cpa-surcharge>>.

other eligible uses and making recommendations for project selection.<sup>26</sup> In July of 2016, the CPA Committee will make its first grants to affordable housing and other projects.

### **Arlington Housing Authority (AHA)**

The AHA serves the needs of low-income residents through units it owns and through administering federal housing vouchers to qualifying individuals and households. It manages 708 state-funded housing units, including 519 1-bedroom units for the elderly and/or residents with disabilities in four properties: Winslow Towers, Chestnut Manor, Cusack Terrace, and Drake Village Complex; 176 2- and 3-bedroom state-supported units of family housing at Menotomy Manor near Thompson Elementary School;<sup>27</sup> and a home for 13 mentally challenged residents. The AHA also administers 422 rental vouchers through the federally-funded Section 8 Housing Choice Voucher Program and the Commonwealth of Massachusetts' Rental Voucher Program.<sup>28</sup> As of 2014, the AHA has a long wait list: 260 people await elderly/handicap units, 208 await family units, and 626 Arlington residents await Section 8 housing vouchers.<sup>29</sup>

### **Housing Corporation of Arlington (HCA)**

Established in 1986, the HCA is a non-profit community development corporation (CDC) that provides affordable housing to low- and moderate-income residents of Arlington and surrounding communities. In 2000, Arlington's Board of Selectmen chose to prioritize affordable housing by increasing its allocation of the town's CDBG funds. Since then, the Town's inventory of affordable housing and the HCA have grown. Thanks to this and other financial supports, HCA owns and operates 60 studios, 1-bedroom, and 2-bedroom units throughout the town and another 30 affordable units in 15 two-family houses.<sup>30</sup> Even so, the HCA has a waiting list of upwards of 1,000 applicants. The new projects described earlier in this plan will increase the HCA's portfolio by more than 50 new affordable dwelling units.

The HCA also provides housing advocacy and community outreach services and offers a Homelessness Prevention Program.<sup>31</sup> Created in 2001, the Homelessness Prevention Fund has made grants that total \$597,000, and assisted 472 households.

### **Director of Housing**

In 2000, the Town added a Director of Housing position to the Planning & Community Development Department. This position oversees affordable housing production. In the Director's first year, the town had 892 units on the Subsidized Housing Inventory. By 2015, that number had increased to 1,121—an additional 229 affordable units.

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<sup>26</sup> Town of Arlington <<http://www.arlingtonma.gov/town-governance/all-boards-and-committees/community-preservation-act-committee>>.

<sup>27</sup> Arlington Housing Authority <[http://www.arlingtonhousing.org/our\\_properties.php](http://www.arlingtonhousing.org/our_properties.php)>.

<sup>28</sup> Arlington Housing Authority <[http://www.arlingtonhousing.org/our\\_programs.php](http://www.arlingtonhousing.org/our_programs.php)>.

<sup>29</sup> 2014 Annual Report.

<sup>30</sup> Housing Corporation of Arlington <<http://www.housingcorporarlington.org/affordable-apartment-program/>>.

<sup>31</sup> Housing Corporation of Arlington <<http://www.housingcorporarlington.org/who-are-we/>>.

## Previous Planning Efforts

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The Town of Arlington has facilitated several planning processes in the past decade that acknowledge the importance of meeting housing need and demand in town and recommend strategies to do so.

### Master Plan (2015)

In 2015, the Town of Arlington completed a Master Plan with a substantial housing component. After analyzing existing conditions and trends in recent housing development, the plan identifies several issues and several opportunities to address housing need and demand. These include:

- Multifamily conversions and the associated loss of commercial tax base
- Scarce vacant land and competing land uses
- Re-use of small vacant lots in residential communities
- Interest in mixed-use development, but a distaste for the necessary building height
- An aging population and the need for elderly housing
- Replacement of starter homes with larger homes

To address these concerns and leverage opportunities, the Master Plan establishes a number of housing-related goals.

- Encourage mixed-use development that includes affordable housing, primarily in well-established commercial areas
- Provide a variety of housing options for a range of incomes, ages, family sizes, and needs
- Preserve the “streetcar suburb” character of Arlington’s residential neighborhoods
- Encourage sustainable construction and renovation of new and existing structures

More specifically, the plan makes the following recommendations:

- Create an affordable housing plan
- Use local resources for affordable housing
- Improve the quality of aging housing stock
- Reconsider parking requirements

Following completion of the Master Plan, the Town promptly received a state grant to create a Housing Production Plan (HPP). This plan replaces the Town’s last Housing Plan, which dates back to 2004. The second and third recommendations are practices the Town already has in place, which should be continued. As described earlier in this plan, revised parking requirements recently passed at spring Town Meeting 2016.

## **Consolidated Plan (2015)**

The consolidated planning process provides a framework to identify housing and community development priorities to fund with CDBG, HOME, and other resources. Arlington's 2015 Consolidated Plan aims to maximize affordable housing through the creation and preservation of affordable rental and homeownership opportunities, improve housing conditions through housing rehabilitation programs, and assist in the stabilization of residents at risk of homelessness through coordinated efforts with regional homelessness providers.

Towards that end, the plan sets the following housing goals:

- *Affordable Housing Development:* Funds will be used to develop additional units of permanent affordable housing for low-income households, and for possible brownfields site clean-up for redevelopment for affordable housing.
- *Housing Rehabilitation:* Fund the Arlington Home Rehabilitation Office to continue a loan program that assists residential homeowners of 1-4-family housing in the renovation of their properties.

The following specific strategies are referenced:

- Build a Life & Skills Center at the Menotomy Manor development and renovate Drake Village, which houses elderly and people with disabilities
- Partner with private developers and property owners to create opportunities for low- and moderate-income persons through programs like inclusionary zoning
- Support the HCA
- Continue to participate as a member of the North Suburban HOME Consortium

The Town has made progress on or completed all strategies.

## **Housing Needs and Strategy (2004)**

The Arlington Affordable Housing Task Force drafted a housing plan for the town in 2004, which was adopted by the Board of Selectmen. The plan identifies the following populations with unmet housing need:

- Elderly renters and homeowners who are cost-burdened, many of whom are also eligible for subsidized housing
- Non-elderly low-income renters who are cost burdened, many of whom are also low income
- Moderate-income renters (earning between 50-80% of AMI) who can afford to rent in town, but not buy
- People with disabilities

To meet their housing needs, the plan offers the following strategies:

- Preserve affordability of units at MillBrook Square, an affordable elderly rental housing development
- Create an effective dialogue with the Archdiocese of Boston in order to advance the re-use of two soon-to-be-closed local churches as mixed-income housing
- Take inventory of all vacant land in town, both public and private, to determine housing potential on a parcel by parcel basis
- Take inventory of underutilized sites in town to determine whether housing or additional units can be added
- Consider commercial centers for adding housing units
- Work with the HCA and the Cemetery Commission to consider purchase of all properties that become available on Mystic Street abutting the cemetery to use for housing in the short term and later sold to the Commission for future cemetery expansion
- Support the creation of affordable housing at the former Symmes Hospital, purchased by the Town in 2002

The plan also identifies the following population-specific strategies:

- **Elderly & People with Disabilities**
  - Work with the AHA to increase the number of suitable units
  - Work with the AHA and HCA to purchase one-bedroom condominium units and convert them to affordable
  - Work with the AHA and HCA to purchase an existing apartment building and convert some or all units to affordable
- **Singles & People with Disabilities**
  - Expand AHA properties
  - Purchase small condominiums
  - Purchase storefront properties and develop units above and/or encourage commercial property owners to develop housing over their storefronts
  - Consider larger older homes for conversion to studio and one-bedroom apartments
- **Families**
  - Continue purchasing two-family homes with CDBG and HOME funds to convert to affordable rental housing
  - Work with senior homeowners of older multifamily buildings along major thoroughfares who are interested in selling to explore whether a non-profit like the HCA or AHA might be an appropriate buyer
  - Identify appropriate sites to add small development by the AHA, HCA, or private developers
  - Work with the AHA y to determine whether more units can be added to Menotomy Manor, particular in the duplex area
- **First-Time Homebuyers**
  - Identify vacant or underutilized land where homeownership opportunities can be created
  - Continue the inclusionary zoning program to create for-sale units to qualified first-time homebuyers

Several of these strategies have already been put into practices. Others are built on further in this HPP.

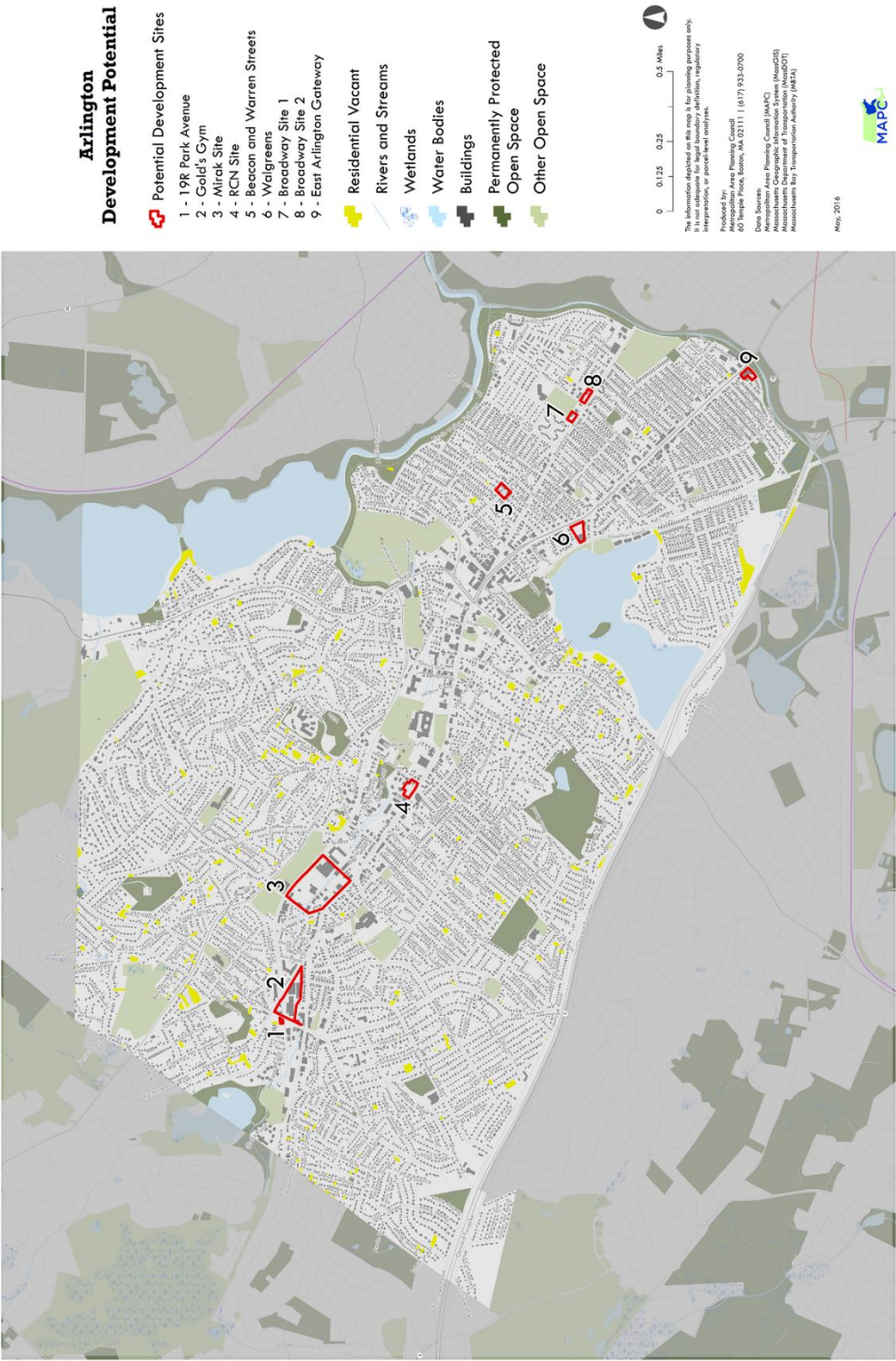


## Development Opportunities




Given land availability and physical development barriers in Arlington, the Town has worked to identify sites throughout the community where housing production may be appropriate through the addition of new land uses, allowing increased density, or other reforms. Some of these sites are vacant, while some are under-developed. In general, the Town is interested in advancing residential development in smart growth locations along commercial corridors that offer connectivity to various amenities, transit, and services. The sites that match community priorities are illustrated in the map below, followed by descriptions of each.

DRAFT




Figure 25: Arlington Development Potential






**Table 15: Arlington Development Opportunities**

| <b>19 Rear Park Avenue, Arlington Heights</b>                                       |  |
|---|--|
|    | <ul style="list-style-type: none"> <li>• Approximately 1 acre</li> <li>• Close to transit, Minuteman Bikeway</li> <li>• Proximity to restaurants, grocery, a variety of stores, open space</li> </ul>  |
| <b>Gold's Gym, Arlington Heights</b>  |  |
|   | <ul style="list-style-type: none"> <li>• Approximately 3 acres</li> <li>• Retain or relocate current businesses</li> <li>• Close to transit, Minuteman Bikeway, and Arlington Heights business district</li> <li>• Mixed-use area including residential with zone change or overlay zoning</li> <li>• Proximity to restaurants, grocery, open space</li> </ul> |
| <b>Mirak Site, Arlington Heights</b>  |  |
|  | <ul style="list-style-type: none"> <li>• Approximately 16 acres</li> <li>• Currently combines automotive, commercial, and industrial uses</li> <li>• Mixed-use area including residential</li> <li>• Proximity to amenities and services</li> </ul>  |



| <b>RCN Site, Arlington Center</b>   |   |
|---|---|
|    | <ul style="list-style-type: none"> <li>• Approximately 1 acre</li> <li>• Retain commercial uses</li> <li>• Mixed-use area including residential</li> <li>• Proximity to Arlington High School, grocery</li> </ul>                 |
| <b>Beacon and Warren Streets, East Arlington</b>                                    |   |
|   | <ul style="list-style-type: none"> <li>• Approximately 1 acre of single-story retail properties</li> <li>• Close to transit</li> <li>• Mixed-use area including residential</li> <li>• Proximity to open space, retail</li> </ul> |
| <b>Walgreen's, East Arlington</b>   |   |
|  | <ul style="list-style-type: none"> <li>• Approximately 1.5 acres</li> <li>• Close to transit</li> <li>• Primarily residential area</li> <li>• Proximity to open space, including Spy Pond and Minuteman Bikeway</li> </ul>        |

| <b>Broadway Site #1, East Arlington</b>   |  |
|---|--|
|    | <ul style="list-style-type: none"> <li>• Approximately 0.25 acres</li> <li>• Close to transit</li> <li>• Mixed-use area including residential</li> <li>• Proximity to open space, Thompson Elementary School, grocery, convenience stores</li> </ul> |
| <b>Broadway Site #2, East Arlington</b>   |  |
|   | <ul style="list-style-type: none"> <li>• Approximately 0.5 acres</li> <li>• Close to transit</li> <li>• Mixed-use area including residential</li> <li>• Proximity to open space, Thompson Elementary School, grocery, convenience stores</li> </ul>  |
| <b>East Arlington Gateway, East Arlington</b>                                       |  |
|  | <ul style="list-style-type: none"> <li>• Approximately 0.7 acres</li> <li>• Currently automotive</li> <li>• Close to transit</li> <li>• Mixed-use area including residential</li> <li>• Proximity to convenience stores</li> </ul>                   |

The Town will monitor these sites for market availability, and work to connect interested property owners with interested developers to investigate development and redevelopment potential.

# Affordable Housing Goals & Strategies

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Based on data analysis, town resident feedback, and public input, Arlington's housing priorities over the next five years are:

- Expand the housing supply
  - The number of Arlington households has increased in recent years and is projected to do so at a faster rate going forward, which corresponds with greater demand for housing units.
  - Arlington's housing market is extremely tight, with a vacancy rate of 4% overall and 0 owner-occupied vacancies. This limits opportunities for current residents to move within town and for new residents to move in, and increases prices of both for-sale and rental units.
  - According to MAPC projections through 2020, several hundred additional units could be added to the Arlington housing supply to meet demand, thereby helping to alleviate inflated for-sale and rental prices.
- Diversify the housing supply
  - Arlington's population is aging. Projections indicate the senior population will continue to grow, requiring housing that's located in proximity to services, physically accessible, and is otherwise suitable to their needs.
  - Arlington is home to a range of household types, each of which has unique housing needs. A majority of households are families with children, which tend to require larger units.
  - Despite the high number of family households in town, average household size is projected to shrink in coming years. Smaller households and senior households looking to downsize need smaller units so that they are not over-housed, which presents maintenance and cost challenges.
  - Arlington is home to a significant low-income population. The town has 1,121 deed-restricted affordable units, but there are about 5,185 potentially eligible households. Many of these households are elderly.
  - More than a third of Arlington households are cost burdened, including those with extremely-low, very low, low, and middle incomes, indicating the need for more housing at multiple price points.
  - According to Town government and residents, there is much interest in seeing mixed-use development in commercial corridors near services and transit.
- Update the existing housing stock
  - Arlington's housing is older—1 in 2 housing units was built prior to 1939—and there is evidence that much of the housing stock is in need of updating.
  - Between 2013 and 2015, there were 56 teardowns in town, indicating those units did not suit the market demand.

- Between 2000 and 2014, 1,460 rental units were converted to condos, which has reduce the supply of rental housing and pushes rents up due to unmet demand.

The following goals and implementation strategies will help position the Town to address these housing priorities. Strategies are organized into two categories: regulatory strategies, which are amendments or additions to Arlington's zoning bylaw, and local initiatives, which are strategies pertaining to housing programming and resources. Some strategies will help the Town work towards multiple goals, while others are more focused on a particular goal. Certain strategies will have to undergo the appropriate town approval process in order to be implemented.

## Goals

### **Goal 1: Update existing housing and produce more, diverse housing for extremely-low to middle-income households to address documented local need.**

As established elsewhere in this plan, Arlington's housing supply must be updated, increased, and diversified in order to meet the varied needs of a range of households. These include smaller households, seniors, families, low-to-middle-income households, and people with disabilities of all ages. Towards that end, the town of Arlington will work to increase its housing supply with a mix of market-rate and affordable, rental and homeownership units in a range of sizes and building types in approximate accordance with the following production schedule.

**Table 16: Arlington Affordable Housing Production Goals, 2016-2021**

|  | 2016   | 2017   | 2018   | 2019   | 2020   | 2021   |
|--|--------|--------|--------|--------|--------|--------|
| Total year-round homes                           | 19,974 | 20,122 | 20,270 | 20,419 | 20,715 | 20,863 |
| Cumulative state-certified affordable units*     | 1,121  | 1,221  | 1,321  | 1,423  | 1,525  | 1,629  |
| 10% requirement                                  | 1,997  | 2,012  | 2,027  | 2,042  | 2,072  | 2,086  |
| Additional units need to meet 10% requirement    | 876    | 791    | 706    | 619    | 547    | 458    |
| Required units for relief at 0.5% of total units | 100    | 101    | 101    | 102    | 104    | 104    |
| Required units for relief at 1.0% of total units | 200    | 201    | 203    | 204    | 207    | 209    |

\*Based on 2015 SHI plus 0.5% rate of increase. Source: U.S. Census Bureau, 2010, & MAPC MetroFuture Projections for 2020

The goals listed in the above table are based upon the total number of year-round homes as listed in the 2010 decennial Census (19,881) and MAPC's projection for the year 2020 (20,715). The "cumulative state-certified affordable units" row is based upon the SHI as of October 2015 and a rate of increase of 0.5% of total units, which is required for municipalities to avoid issuing comprehensive permits for Chapter 40B development. These goals may be ambitious for Arlington, and unsustainable given the dearth of developable sites, but the Town should nevertheless expand its affordable housing stock at the current rate or greater.

To help the Town meet these goals, the Board of Selectmen, Arlington Redevelopment Board, and Zoning Board of Appeals, with support from the Planning & Community Development Department, should require any new deed-restricted units to be affordable in perpetuity when possible given the nature of development and funding. This will help avoid a loss of SHI units as a result of

expiring affordability restrictions and slippage on the state inventory as the number of market-rate units in town increases.

## **Goal 2: Encourage mixed-income housing through mixed-use development in business districts.**

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Both the Town and the community want to see Arlington's commercial centers evolve to include housing, while preserving the commercial base. There are certain properties in and near commercial centers that are underutilized and where mixed-use development could be appropriate. Mixed-use development will both expand and diversify the housing supply. Depending on the site, housing above retail could be appropriate for a range of households. These units can offer residents access to transit, shopping amenities, and services; they can be either rental or homeownership; they can be smaller for correspondingly small households such as downsizing seniors or 2- or 3-bedrooms for family households; and, thanks to Arlington's inclusionary zoning, they will include units affordable to a range of incomes. As described earlier in this plan, the Town of Arlington has recently taken steps to facilitate this type of development. Zoning was amended to allow mixed-use development along commercial corridors (primarily Massachusetts Avenue and Broadway) by special permit and to reduce corresponding parking requirements. The Town must continue to work with commercial property owners to make this a reality.

## **Goal 3: Integrate affordable units in a broader range of housing types into the fabric of Arlington's existing neighborhoods through redevelopment of certain underutilized properties and re-use of existing buildings.**

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In addition to introducing mixed-income housing to commercial centers, the Arlington community supports distributing affordable housing throughout town so as to encourage the socioeconomic diversity of Arlington's neighborhoods. Because most Arlington neighborhoods are built out, and residents want to see architectural integrity and neighborhood open space preserved, one way to integrate affordable housing is by utilizing the existing housing stock. This goal is about converting market-rate units in a range of existing structures to affordable housing. Doing so will update the existing housing supply as well as increase the number of affordable units in town.

## **Goal 4: Foster an aging-supportive community via housing choices that enable older adults to thrive in Arlington as they age.**

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Arlington's housing supply must diversify to meet the needs of a changing population. In part, this means inclusion of housing suitable to a growing senior population. This age cohort tends to have lower household incomes and smaller household sizes. Therefore, in addition to housing that is affordable, the senior population requires housing that is size appropriate, accessible, and often inclusive of or walkable to services and amenities. Building an aging-supportive community requires addressing the housing needs of older householders as well as ensuring they can access the social services they require to remain in Arlington and, if they so choose, their homes.



## **Goal 5: Ensure zoning allows flexible approaches to achieve housing affordability and livability.**

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In order to expand and diversify the housing supply, Arlington's zoning bylaw must be updated to facilitate achievement of these goals. Zoning should be amended to allow and provide incentives for development of a broader range of housing types, target development of particular housing types to agreed-upon locations, and encourage development of housing that is affordable to a range of household incomes. In addition, to enhance clarity and reduce potential misinterpretation, the town should undergo recodification of the zoning bylaw.

## **Goal 6: Increase capacity to facilitate housing production by allocating funding, staff, and other resources to relevant activities, and by educating the community about housing needs.**

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Positioning the Town of Arlington to build its housing supply in the above specified ways takes resources, including time and money. The Town has staff dedicated to housing and many partners who are knowledgeable of and committed to meeting housing need and demand, as well as an eager public whose energy can be harnessed towards this end. In addition, the Town has access to public funds—local, state, and federal—some of which are already earmarked for housing, while additional monies have the potential to be used for this purpose. The Town should consider the most advantageous uses of these resources vis-à-vis implementing the following strategies to achieve housing goals.

## **Regulatory Strategies**

### **Strategy 1: Use zoning to actively encourage housing production on identified developable sites along commercial corridors and in other smart growth locations.**

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Zoning is a powerful tool to regulate what land is used for what purpose in town. Through this planning process, Arlington has identified locations where new housing development should be focused, including commercial corridors like Massachusetts Avenue and Broadway and smart growth areas in proximity to transit, shops, open space, convenience services like banks or the post office, and other amenities. These locations are illustrated on the above map titled "Arlington Development Potential."

Zoning can facilitate housing production in these parts of town by easing the development process through straightforward bylaws, by allowing development of appropriate housing types by right or by special permit, through overlay districts that allow some housing in industrial zones, and through incentives. The Town should consider which of these or other changes to the zoning bylaw would best facilitate achievement of housing goals. In addition, the Town should pursue

recodification of the zoning bylaw as an opportunity to consolidate zoning districts that may be duplicative or unnecessarily restrictive.

### **Action Plan**

- Update Arlington's zoning bylaw in accordance with the strategies that follow
- Undergo comprehensive recodification of the zoning bylaw
- Perform a zoning audit on a regular basis, at least every five years, to ensure there are no unnecessary regulatory barriers to residential development in identified areas of town; address these barriers as needed

### **Strategy 2: Amend zoning to facilitate development of a range of housing types.**

While Arlington's zoning bylaw has evolved over the years to allow some housing diversity in town, certain aspects make it challenging for developers to deliver a range of housing products. The Town can help address this issue with zoning amendments as follows:

- Consider allowing, by special permit, more than one structure on a multifamily lot, which is currently prohibited, to facilitate cluster development or planned development such as co-housing.<sup>32</sup>
- Re-consider adopting an accessory dwelling unit (ADU) bylaw that would allow one smaller self-contained housing unit within a single-family home or on a lot with a single-family home, either attached to the principal dwelling unit or in a separate structure, such as a carriage house or garage.
- Consider allowing development of a broader range of housing types by right rather than special permit, such as townhomes, duplexes, and 3-plus-unit homes in certain locations that have comparable neighborhood context.
- Consider allowing , by right or special permit, development of congregate housing and/or re-use of existing houses for congregate housing<sup>33</sup> in order to integrate housing and services for seniors and those with disabilities. Consider allowing flexible or reduced parking requirements for congregate housing.

These zoning provisions would facilitate a greater range of housing development in Arlington. The particular housing types described above would meet the needs of specific demographics in the community, such as seniors, multi-generational households, individuals with disabilities, low-to-middle-income family households, and singles.

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<sup>32</sup> Cluster development groups residential properties on a site in order to preserve remaining land as open space. Planned unit development is a grouping of buildings with compatible land uses within one contained development. Co-housing is a group of private homes (attached or detached), often with shared outdoor space and community spaces for community functions and organized activities.

<sup>33</sup> Congregate housing is a group residence with shared common areas, usually for older and/or persons with disabilities, which encourages both independence and community living. Tenants may need some medical or social assistance, but not enough to require hospitalization or nursing home care. There is often a resident caregiver and support services can be integrated.

### **Action Plan**

- Research model zoning provisions in the region and develop versions appropriate for Arlington
- Actively engage and inform community members regarding possible zoning amendments, best practices, and model zoning bylaws

### **Strategy 3: Amend dimensional regulations to facilitate production of multifamily housing through mixed-use development in commercial areas and other smart growth locations.**

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While Arlington has recently amended its zoning bylaw to allow multifamily housing through mixed-use development and to reduce parking requirements, additional barriers remain. These types of developments typically require less restrictive dimensional requirements than what is currently allowed in Arlington. Existing maximum building height is 35 feet or 3 stories, whereas multifamily housing through mixed-use developments can harmonize with existing neighborhood context at 4 or 5 stories, heights that can enhance development feasibility.

Meanwhile, frontage widths, lot size, and floor-area-ratio (FAR) requirements and minimum lot area per dwelling unit requirements may pose additional barriers to multifamily housing development. A town-wide parcel analysis should be conducted to determine the number of larger parcels that meet the existing minimum lot size criteria of 20,000-30,000 square feet in the R4 through R7 districts where town homes and apartment buildings are allowed by special permit. If only a limited number of parcels match this criteria, consider whether smaller minimum parcel size with higher density should be allowed to make development of this type feasible on smaller parcels.

At spring Town Meeting 2016, voters approved zoning changes intended to address dimensional and density regulations for mixed-use development in Business and Industrial zones. Zoning amendments of a similar type but pertaining to multifamily housing, and especially townhomes, should be researched and brought to future Town Meeting.

### **Action Plan**

- Conduct a town-wide parcel analysis to determine opportunity for multifamily housing development given existing minimum lot size standards
- Explore amendments to dimensional regulations for multifamily housing, including townhomes
- Consider visual density study for sample of potential development sites to ensure dimensional changes to facilitate development appropriate to neighborhood context

#### **Strategy 4: Amend inclusionary zoning to encourage production of units affordable to households with a wider range of incomes, including middle incomes.**

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Housing costs in Arlington are high enough that even middle-income households struggle to afford a home here. Of those households earning 80-120% of AMI, approximately 30% are cost burdened. Resources to address the housing needs of this group are limited because state and federal programs help households earning up to 80% of AMI, and local CPA funds can support households earning up to 100% of AMI.

One way to increase resources for this group is through Arlington's inclusionary zoning bylaw. Adopted in 2001, the bylaw currently requires 15% of housing in any development of 6 or more units to be affordable to low-income households earning no more than 70% AMI for homeownership units (\$67,750 for a family of four) and 60% of AMI for rental units (\$67,200 for a family of four). Two potential ways to amend the existing inclusionary zoning to meet the housing demand of middle-income households without decreasing the number of units created for low-income households include:

1. Increasing the percent of affordable housing required in order to add another tier of affordability for households earning 80-120% of AMI (\$67,750-\$112,920 for a family of four)
2. Providing a voluntary density bonus for developments that include units affordable to middle-income households, in addition to what is currently required

The Town should investigate these and other alternatives to determine how best to amend the inclusionary zoning bylaw given the housing market in Arlington.

#### **Action Plan**

- Research model bylaws that include provisions for middle-income units and determine best practices; educate and inform the community on best practices
- Assess the impact of requiring a higher rate of affordability in mixed-income projects of different scales or providing density bonus options

#### **Strategy 5: Create an overlay district to allow introduction of residential development to select light industrial/commercial areas to facilitate mixed-income mixed-use development.**

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The Town of Arlington has several light industrial and commercial complexes that are under-utilized. While there is commitment to maintaining commercial uses in town, there is room to include residential uses on sites like the Mirak site or Gold's Gym (both identified in the above map titled "Arlington Development Potential"). In order to facilitate introduction of residential development in such areas, the Town should adopt an appropriate overlay district with an affordable housing requirement. This would ensure that housing was added only where

appropriate, and not in all industrial zones. The overlay can be locally defined or conform to state regulations for a Smart Growth Zoning Overlay District (SGOD) or Compact Neighborhood Policy in accordance with M.G.L. Chapter 40R.

The SGOD is designed to facilitate multifamily housing through mixed-use development, 20% of which must be affordable, in areas of concentrated development, on under-utilized industrial land, or near transit. Development within an SGOD usually occurs as of right through a limited plan review process. Once the state approves the district, the Town becomes eligible for state funding (\$10,000-600,000, plus an additional \$3,000 for each new unit created). Additional state funding is available to cover the costs of educating any school-age children who move into the district under M.G.L. Chapter 40S.

#### **Action Plan**

- Assess the potential for a zoning overlay district in areas of town where the introduction of higher density housing is appropriate
- Determine whether a state overlay district is best for these areas or if an alternative local overlay is preferred

### **Strategy 6: Create affordable family housing through new construction or conversion of existing 2-3-bedroom market-rate units.**

---

More than half of Arlington's households are families, and approximately a third of large families are cost burdened. In an effort to meet their housing needs, the Town should include zoning incentives for creation of affordable 2-3-bedroom units in new multifamily construction. These might include density bonus, reduced parking, reduced dimensional requirements, or reduced permitting fees.

Another strategy is to monitor 2-family homes comprised of units with 2 or more bedrooms as they come on the market to determine feasibility of conversion to affordable housing. The HCA already acquires existing homes for this purpose, but this part of the organization's portfolio is the most financially challenging. The Town can help the HCA with financing and permitting for renovations or rehabilitation. Once a deed restriction is placed on the property, it can be sold at an affordable price to eligible buyers or managed by the HCA or AHA as affordable rental housing.

#### **Action Plan**

- Monitor the market for appropriate multifamily housing properties for conversion to affordable units, and determine the appropriate process for Arlington
- Form strategic partnerships with potentially interested entities, such as the HCA and AHA
- Identify potential sources of funding, such as CPA, grants from public and non-profit organizations, and state and federal housing programs

### **Strategy 7: Modify parking requirements to encourage housing production through mixed-use development in commercial areas and other smart growth locations.**

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Parking requirements can pose challenges for new residential development due to costs and space limitations. It is important that zoning requires adequate but not excessive parking. According to the latest ACS estimates, about 73% of Arlington's renter households and 41% of homeowners have 1 or no vehicles, yet the zoning bylaw requires at least two off-street parking spaces for single- and smaller multifamily homes and 1.15 spaces for efficiency apartments and a higher number of spaces for larger apartments. The Town has been working with MAPC to determine whether these requirements can reasonably be reduced.

After assessing several multifamily residential developments mostly along the Massachusetts Avenue corridor and discussing their parking ratios with developers and residents, MAPC determined that approximately one space per unit was being used. Arlington residents who participated in the HPP planning process noted that while parking requirements should be amended in response to these findings, public transit must improve to meet the increasing demand of car-less households. This spring, zoning changes to allow reduced parking for multifamily housing development in certain districts by special permit passed overwhelmingly at Town Meeting. The Town should follow through on this success by amending zoning so that requirements meet parking need, rather than exceed it.

#### **Action Plan**

- As new housing is developed with new parking requirements, work independently or with consultants to assess whether parking is sufficient or additional zoning changes would be beneficial
- Consider additional areas of town where parking requirements may be high, and assess rates of usage independently or with consultants

### **Strategy 8: Assess what types of supportive housing are needed for Arlington's seniors and people with physical and cognitive disabilities, and take steps to facilitate their development.**

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To meet the needs of the growing senior population and of those with disabilities, the Town of Arlington should determine the necessary housing types and strategies to create them. These might include:

- Accessible units designed to be occupied by those with physical or cognitive disabilities, such as single-story, barrier-free homes or those with the main living areas and a bedroom on the main floor
- Assisted living facilities for people at all income levels, which provide personal care, housekeeping, and other services for elders or people with disabilities

- Independent living facilities for residents of all income levels, which are generally age-restricted housing for those 55 and over with minimal personal support

The Town can support development of these housing types through a number of strategies, such as zoning incentivizes like density bonus, reduced parking, flexible dimensional requirements, or reduced permitting fees. Arlington should assess market demand for the various housing types described above. Rental housing is another option for seniors, since it frees occupants of some of the financial and physical responsibilities of homeownership.

#### **Action Plan**

- Assess existing conditions and market demand for different housing options appropriate for seniors and those with disabilities
- Investigate strategies to facilitate development of the housing types determined to be needed, such as zoning incentives
- Start with facilitation of the inclusion of accessible and adaptable units in new private development

## **Local Initiatives - Programming**

### **Strategy 9: Preserve long-term affordability of existing affordable units, especially at Millbrook Square.**

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As of May of 2016, Arlington has 1,122 affordable units representing 5.64% of the town's total year-round housing supply on the state's Subsidized Housing Inventory. Though nearly 900 of these units are affordable in perpetuity, 254 could expire between now and 2059, some much sooner. Millbrook Square, which is a HUD-financed, privately-owned development consisting of 146 elderly housing units at 17 Mill Street, was set to expire in 2015, but the owners renewed their contract for another 5-year term. While that means the units are safe for now, the Town should work with the property owner towards a more permanent solution, such as negotiating a first right of refusal for the HCA or AHA should the time come when the property goes on the market.

More generally, the Town should target permanent preservation of all at-risk units in order to maintain the local supply of affordable housing. Towards that end, the Town can work with respective property owners as well as State agencies such as the Community Economic Development Assistance Corporation (CEDAC) to preserve expiring units so that they remain on the SHI. CEDAC or other state subsidizing agencies may be able to provide the respective owners of these properties with housing subsidies that will enable owners to continue to rent units at an affordable price to households who earn at or below 80% of the area median income.

#### **Action Plan**

- Monitor existing affordable housing inventory

- Form a committee to investigate long-term affordability options at Millbrook Square
- Actively work with owners of expiring SHI units to secure resources needed to extend affordability for the longest term possible

### **Strategy 10: Expand and promote existing housing assistance programs to support income-eligible homeowners.**

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Arlington is home to a significant low-income population, including many seniors and many cost-burdened households. With limited resources and a high proportion of annual household income going to housing costs, maintaining a home can be a challenge. The Town of Arlington manages several housing assistance programs that can help these households. Such programs include the Arlington Home Improvement Loan Program, which provides low-interest loans or deferred payment loans to income-eligible homeowners occupying 1-4-unit buildings to improve conditions that pose health and safety risks. Work includes correction of code violations, accessibility improvements, lead paint hazard reduction and de-leading, asbestos and mold removal, replacement of obsolete heating systems, correction of structural deficiencies, and repair of deteriorated roofs. Another useful resource is the Menotomy Weatherization Assistance Program. Designed to assist low-income households in reducing their heating bills by providing home energy efficiency services, work done through this program might include air sealing, attic or sidewall insulation, and weather stripping.

In addition, there are non-local programs Arlington residents can access. State programs offer further assistance with weatherization, rehabilitation, modifications, and other home repairs. For a full listing, visit: <http://www.mass.gov/eea/energy-utilities-clean-tech/energy-efficiency/ee-for-your-home/>. The Southern Middlesex Opportunity Council, a regional non-profit agency serving many communities in Middlesex County, manages a Home Modification Loan Program that offers no- and low-interest loans of up to \$30,000 (inclusive of costs) to modify the homes of seniors and individuals with disabilities. Homeowners who are frail, have disabilities, or are renting to someone with disabilities and who have incomes up to 100% (and sometimes 200%) of AMI are eligible. The Town should work with eligible householders to connect them with the programs described here and others.

#### **Action Plan**

- Continue to leverage existing resources for housing assistance
- Update the Town website with information and links to non-local programs, such as those described above
- Work with the HCA, AHA, Council on Aging, and other partners to improve outreach and marketing efforts of relevant programs



### **Strategy 11: Maximize resources and services that enable seniors to continue living in the community, and coordinate with other non-housing services to support aging in community.**

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The housing needs assessment conducted for this HPP identified a significant number of senior households in need of potential housing assistance due to low income, cost burden, lack of right-sized housing, and challenges with home maintenance. These issues pose a challenge to people with disabilities of all ages. There are several actions the Town can take to respond to the needs of these households.

The Town should work to connect seniors with social and health service providers, the Council on Aging, and the AHA. Second, the Town should work with these partners to:

- Promote existing programs, both local and non-local, to assist seniors who would like to stay in their homes with modification and repairs; some such programs are described under Strategy 9
- Educate seniors on housing options in town that meet their needs, such as independent living or assisted living facilities; this can be done by distributing information via the Council on Aging, the senior center, the local library, Town Hall, and other venues
- Provide information about filing for the state Circuit Breaker Credit to taxpayers age 65 or older, which reimburses eligible homeowners for their annual property tax payments and eligible renters for their annual rent payments

The Town might also consider non-housing social supports it could help develop to benefit seniors and others with shared needs. At the public forums hosted as part of this planning process, Arlington residents discussed the following services: a housemate-matching program, a Town-approved list of contractors, transportation options, and sidewalk maintenance and snow removal. The Town should identify available resources and determine which of these or other services to fund.

#### **Action Plan**

- Leverage local partnerships to disseminate existing information about local, regional, and state programs that assist seniors with home repairs and housing choices in town
- Identify need for specific non-housing programs to support seniors
- Allocate local resources to develop said programs

### **Strategy 12: Facilitate creation of affordable homeownership opportunities through the HCA, community land trust model, or partnership with private entities.**

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To meet demand for homeownership in Arlington, the Town should consider new models like a Community Land Trust and appropriate partners to pursue them. For example, the Community Land Trust (CLT) model creates permanently affordable homeownership opportunities by

separating the value of housing and the land on which it sits, limiting the impact of market factors on housing cost. Typically, a CLT is overseen by a non-profit organization that acquires land, sometimes with housing on it and sometimes vacant. The CLT maintains ownership of the land, while entering into a ground lease with income-eligible prospective homeowners (rather than sale) that establishes the conditions by which housing affordability is maintained. When the homeowner sells, s/he earns a portion of the increased property value, while the remainder is kept by the trust; the CLT has the right to repurchase the property at an affordable price established by a resale formula. In this way, the CLT can continue to sell the homes at below market rates over the long term, in perpetuity, while low- and moderate-income households can build some equity through homeownership.

In Arlington, the HCA could function as a CLT on a case by case basis, in addition to advancing their current work. The Town can pave the way for the HCA as a CLT in a number of ways. For example, the Town can help with a community process to build support for this work. The Town can work with the CLT to determine appropriate properties, income levels, and selection criteria for eligible households, the appropriate housing type, the types of funds needed, the design of the resale formula, and other aspects of the housing and process of delivering it. The Town can also make available CPA and other funds. The Town can help with land acquisition, by conveying publically-owned land to the CLT if it becomes available and/or establishing a clear path for the CLT to acquire private property by sharing information on properties for sale and by offering assistance in leveraging public and private funds for purchasing property.

### **Action Plan**

- Research mechanisms to create homeownership opportunities, including local CLTs and the benefits they provide to their communities
- Work with the HCA to determine whether it is the best entity to advance the work of a CLT in Arlington
- Look for appropriate sites

## **Local Initiatives - Resources**

### **Strategy 13: Work with the Community Preservation Committee to encourage continued allocation of greater than the state-mandated minimum 10% of annual CPA fund revenues to community housing initiatives.**

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Arlington adopted the Community Preservation Act (CPA) in 2014, which helps communities raise funds to protect open space and historic sites; create and rehabilitate outdoor recreational facilities; and create, preserve, and support community housing. Funding began in 2016 through a 1.5% surcharge on property taxes and state matching funds. By state law, 10% of CPA funds must go to community housing for income-eligible households earning up to 100% of AMI (\$94,100 for a household of four), 10% must go to historic preservation, and 10% must go to open space or recreation projects. The remaining 70% of funds may be allocated to any one or a combination of the allowed main uses, as determined by a local Community Preservation Committee (CPC), which makes recommendations on CPA projects to Town Meeting.

Given the documented housing need and the goals established by this HPP, the Town should continue to work with the CPC to determine whether more than the minimum 10% of annual funds should be allocated to affordable housing on a year-to-year basis given present needs and opportunities. For 2016, the CPC's budget directing 29% of revenue to affordable housing was approved at Town Meeting. Going forward, such success should be replicated by sharing with the CPC information on Arlington's unmet housing need and demand, the town's housing priorities for the next five years, and opportunities for CPA funds to help meet need as they arise. If the CPC does not receive attractive applications for housing projects in a given year, funds can be earmarked for future work rather than allocated to non-housing projects.

#### **Action Plan**

- Share and present the findings of this plan with the CPC to inform the annual Community Preservation Plan
- Develop a relationship with the CPC to learn of its agenda and share information on housing need and opportunities
- Provide the CPC with useful materials to build support for housing projects it recommends to Town Meeting
- Request CPA funds for eligible local affordable housing initiatives, and encourage developers to request CPA funds to help support affordable housing development

#### **Strategy 14: Establish a Municipal Affordable Housing Trust Fund under M.G.L. Chapter 44 in order to utilize local housing funds swiftly as opportunities arise.**

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Many communities with CPA funds vote to adopt a Municipal Affordable Housing Trust Fund (AHTF) to help foster the utilization of CPA community housing funds and any other potential local housing funds, such as those resulting from Arlington's payment in-lieu of development provision under the inclusionary zoning bylaw. Under M.G.L. Chapter 44, Section 55C, an AHTF creates a separate fund for local initiatives to create and preserve affordable housing. Such initiatives can include providing financial support for the creation and preservation of affordable housing. The benefit of having an AHTF is that resources can be allocated to the trust and can be expended by the board of trustees without a lengthy approval process. Readily available funds that can be accessed efficiently, like those in an AHTF, are highly beneficial when land or property the town deems suitable for affordable housing re/development becomes available or affordable housing becomes at risk and resources are needed for preservation.

#### **Action Plan**

- Raise awareness of the benefits of an AHTF and gain support of the CPC and others for establishing one
- Establish board of trustees and create an action plan and budget
- Direct appropriate funds to the AHTF and access as needed

### **Strategy 15: Form a HPP Implementation Committee and raise community awareness about affordable housing need and activities in Arlington in order to make progress towards housing goals.**

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To ensure that progress is made towards achieving the goals laid out in this plan, a HPP Implementation Committee should be formed. Members, potentially including those who served on the Housing Plan Advisory Committee during this planning process, should monitor which HPP strategies are being implemented, assess which may face barriers and why, and strive to advance creative ideas.

To further help with implementation of this plan, the Town should continue to build and maintain support for and respond to opposition to affordable housing development. Towards that end, the Town should clearly articulate the unmet housing needs and demand for new housing outlined in this plan to public and private partners and to the general public. Issues related to the preservation of Arlington's character, housing density and design, parking need, and other real or perceived impacts of housing production on the community must be recognized and addressed. Arlington should consult the many studies exploring a variety of concerns related to multifamily housing development. For additional information on strategies that can be applied in Arlington, the Massachusetts Toolbox provides clear steps to gaining support and addressing fears of new development, specifically around affordable housing initiatives, including strategies for community engagement and dispelling misperceptions:

[http://www.housingpolicy.org/toolbox/index\\_MA.html](http://www.housingpolicy.org/toolbox/index_MA.html). The Town should also share activities it's involved in to meet housing need and demand, and celebrate milestones with the community. Creating an educated public will help build support for the other strategies laid out in this plan.

#### **Action Plan**

- Establish a HPP Implementation Committee to make progress towards the successful implementation of this plan
- Hold regular housing forums to discuss progress towards housing goals and celebrate successes
- Distribute relevant information via the Town's website, local paper, and by working with community partners
- Consider creating a "Yes in My Backyard" affordable housing online toolkit to promote understanding of the benefits of affordable housing to communities, including items like fact sheets, presentations, and downloadable exercises for neighborhood groups

## Implementation Plan

| Table 16: Town of Arlington Housing Production Plan Implementation Strategies, 2016-2021 |  |                                  |                                  |                       |        |
|--|--|----------------------------------|----------------------------------|-----------------------|--------|
| Implementation Strategies  |  | Responsible Entities             |                                  | Time Frame            | Page # |
|  |  | Lead                             | Support                          |                       |        |
| #1   | Use zoning to actively encourage housing production on identified developable sites along commercial corridors and in other smart growth locations                       | Arlington Redevelopment Board    | Planning & Community Development | Ongoing               | 59     |
| #2   | Amend zoning to facilitate development of a range of housing types   | Arlington Redevelopment Board    | Planning & Community Development | Ongoing               | 60     |
| #3   | Amend dimensional regulations to facilitate production of multifamily housing through mixed-use development in commercial areas and other smart growth locations         | Arlington Redevelopment Board    | Planning & Community Development | Long Term             | 61     |
| #4   | Amend inclusionary zoning to encourage production of units affordable to households with a wider range of incomes, including middle incomes                              | Arlington Redevelopment Board    | Planning & Community Development | Medium Term           | 62     |
| #5   | Create an overlay district to allow introduction of residential development to select light industrial/commercial areas to facilitate mixed-income mixed-use development | Arlington Redevelopment Board    | Planning & Community Development | Medium Term           | 62     |
| #6   | Create affordable family housing through new construction or conversion of existing 2-3-bedroom market-rate units  | Planning & Community Development | HCA                              | Medium Term / Ongoing | 63     |
| #7   | Modify parking requirements to encourage housing production through mixed-use development in commercial areas and other smart growth locations                           | Arlington Redevelopment Board    | Planning & Community Development | Short Term            | 64     |

(continued on following page)

| Implementation Strategies |   | Lead                             | Support   | Time Frame  | Page # |
|---------------------------|---|----------------------------------|---|-------------|--------|
| #8                        | Assess what types of supportive housing are needed for Arlington's seniors and people with physical and cognitive disabilities, and take steps to facilitate their development                | Planning & Community Development | Council on Aging                                  | Medium Term | 64     |
| #9                        | Preserve long-term affordability of existing deed-restricted units, especially at Millbrook Square  | Planning & Community Development |   | Short Term  | 65     |
| #10                       | Expand and promote housing assistance programs to support income-eligible homeowners  | Planning & Community Development | Council on Aging                                  | Short Term  | 66     |
| #11                       | Maximize resources and services that enable seniors to continue living in the community, and coordinate with other non-housing services to support aging in community                         | Council on Aging                 |   | Short Term  | 67     |
| #12                       | Explore mechanisms to facilitate creation of affordable homeownership opportunities through the HCA, community land trust model, or partnership with other private non-profit organization(s) | Planning & Community Development | HCA   | Medium Term | 67     |
| #13                       | Work with the Community Preservation Committee to encourage continued allocation of greater than the state-mandated minimum 10% of annual CPA fund revenues to community housing initiatives  | Planning & Community Development | CPC   | Short Term  | 68     |
| #14                       | Establish a Municipal Affordable Housing Trust Fund under M.G.L. Chapter 44 in order to utilize local housing funds swiftly as opportunities arise  | Planning & Community Development | Arlington Redevelopment Board, Board of Selectmen | Medium Term | 69     |
| #15                       | Form a HPP Implementation Committee and raise community awareness about affordable housing need and activities in Arlington in order to make progress towards housing goals                   | Planning & Community Development |   | Short Term  | 70     |

# Appendices

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## Appendix A

### DHCD Affirmative Fair Housing Marketing Guidelines

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The Commonwealth of Massachusetts has a compelling interest in creating fair and open access to affordable housing and promoting compliance with state and federal civil rights obligations. Therefore, all housing with state subsidy or housing for inclusion on the SHI shall have an Affirmative Fair Housing Marketing Plan. To that end, DHCD has prepared and published comprehensive guidelines that all agencies follow in resident selection for affordable housing units.

In particular, the local preference allowable categories are specified:

- *Current Residents.* A household in which one or more members is living in the city or town at the time of application. Documentation of residency should be provided, such as rent receipts, utility bills, street listing, or voter registration listing.
- *Municipal Employees.* Employees of the municipality, such as teachers, janitors, firefighters, police officers, librarians, or town hall employees.
- *Employees of Local Businesses.* Employees of businesses located in the municipality.
- *Households with Children.* Households with children attending the locality's schools.

These were revised on June 25, 2008, removing the formerly listed allowable preference category, "Family of Current Residents."

The full guidelines can be found here: <http://www.mass.gov/hed/docs/dhcd/hd/fair/afhmp.pdf>.

## Appendix B

### DHCD, MHP, MassHousing, MassDevelopment, and CEDAC Bedroom Mix Policy

#### INTERAGENCY AGREEMENT

##### Regarding Housing Opportunities for Families with Children

This Interagency Agreement (this "Agreement") is entered into as of the 17th day of January, 2014 by and between the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development ("DHCD"), the Massachusetts Housing Partnership Fund Board ("MHP"), the Massachusetts Housing Finance Agency (in its own right and in its capacity as Project Administrator designated by DHCD under the Guidelines for Housing Programs in Which Funding is Provided By Other Than a State Agency, "MassHousing"), the Massachusetts Development Finance Agency ("MassDevelopment") and the Community Economic Development Assistance Corporation ("CEDAC"). DHCD, MHP, MassHousing, MassDevelopment and CEDAC are each referred to herein as a "State Housing Agency" and collectively as the "State Housing Agencies".

#### Background

A. DHCD's 2013 Analysis of Impediments to Fair Housing Choice ("AI") includes action steps to improve housing opportunities for families, including families with children, the latter being a protected class pursuant to fair housing laws, including the federal Fair Housing Act, as amended (42 U.S.C. §§ 3601 *et seq.*) and Massachusetts General Laws Chapter 151B. In order to respond to development patterns in the Commonwealth that disparately impact and limit housing options for families with children, such steps include requiring a diversity of bedroom sizes in Affordable Production Developments that are not age-restricted and that are funded, assisted or approved by the State Housing Agencies to ensure that families with children are adequately served.

B. The State Housing Agencies have agreed to conduct their activities in accordance with the action steps set forth in the AI.

C. This Agreement sets forth certain agreements and commitments among the State Housing Agencies with respect to this effort.

#### Definitions

1) "Affordable" - For the purposes of this Agreement, the term "Affordable" shall mean that the development will have units that meet the eligibility requirements for inclusion on the Subsidized Housing Inventory ("SHI").

2) "Production Development" - For purposes of this Agreement "Production Development" is defined as new construction or adaptive reuse of a non-residential building and shall include rehabilitation projects if the property has been vacant for two (2) or more years or if the property has been condemned or made uninhabitable by fire or other casualty.





#### Agreements

NOW, THEREFORE, DHCD, MHP, MassHousing, MassDevelopment and CEDAC agree as follows:

#### Bedroom Mix Policy

1) Consistent with the AI, it is the intention of the State Housing Agencies that at least ten percent (10%) of the units in Affordable Production Developments funded, assisted or approved by a State Housing Agency shall have three (3) or more bedrooms except as provided herein. To the extent practicable, the three bedroom or larger units shall be distributed proportionately among affordable and market rate units.

2) The Bedroom Mix Policy shall be applied by the State Housing Agency that imposes the affordability restriction that complies with the requirements of the SHI.

3) The Bedroom Mix Policy shall not apply to Affordable Production Developments for age-restricted housing, assisted living, supportive housing for individuals, single room occupancy or other developments in which the policy is not appropriate for the intended residents. In addition, the Bedroom Mix Policy shall not apply to a Production Development where such units:

- (i) are in a location where there is insufficient market demand for such units, as determined in the reasonable discretion of the applicable State Housing Agency; or
- (ii) will render a development infeasible, as determined in the reasonable discretion of the applicable State Housing Agency.

4) Additionally, a State Housing Agency shall have the discretion to waive this policy (a) for small projects that have less than ten (10) units and (b) in limited instances when, in the applicable State Housing Agency's judgment, specific factors applicable to a project and considered in view of the regional need for family housing, make a waiver reasonable.

5) The Bedroom Mix Policy shall be applicable to all Production Developments provided a Subsidy as defined under 760 CMR 56.02 or otherwise subsidized, financed and/or overseen by a State Housing Agency under the M.G.L. Chapter 40B comprehensive permit rules for which a Chapter 40B Project Eligibility letter is issued on or after March 1, 2014. The policy shall be applicable to all other Affordable Production Developments funded, assisted, or approved by a State Housing Agency on or after May 1, 2014.



## Appendix C

### Subsidized Housing Inventory

#### DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

##### Arlington

| DHCD ID # | Project Name                | Address                               | Type      | Total SHI Units | Affordability Expires | Built w/ Comp. Permit? | Subsidizing Agency |
|-----------|-----------------------------|---------------------------------------|-----------|-----------------|-----------------------|------------------------|--------------------|
| 106       | Menotomy Manor              | Fremont/Gardner                       | Rental    | 126             | Perp                  | No                     | DHCD               |
| 107       | Menotomy Manor              | Fremont/Gardner/Memorial/Sunnyside Av | Rental    | 50              | Perp                  | No                     | DHCD               |
| 108       | n/a                         | Decatur St.                           | Rental    | 5               | Perp                  | No                     | DHCD               |
| 109       | Chestnut Manor              | 54 Medford St.                        | Rental    | 100             | Perp                  | No                     | DHCD               |
| 110       | Cusack Building             | 8 Summer St                           | Rental    | 67              | Perp                  | No                     | DHCD               |
| 111       | Drake Village               | Drake Road                            | Rental    | 72              | Perp                  | No                     | DHCD               |
| 112       | Hauser Building             | 37 Drake Road                         | Rental    | 144             | Perp                  | No                     | DHCD               |
| 113       | Winslow Towers              | 4 Winslow St.                         | Rental    | 136             | Perp                  | No                     | DHCD               |
| 114       | 998 Massachusetts Ave       | 998 Mass. Ave                         | Rental    | 13              | Perp                  | No                     | DHCD               |
| 115       | Broadway Homes              | 110-112 Broadway                      | Rental    | 5               | 2037                  | No                     | HUD                |
| 116       | Millbrook Square Apartments | 17 Mill St.                           | Rental    | 146             | 10/15* (est 2032)     | No                     | HUD                |
| 117       | Russell Terrace             | 12 Russell Terrace                    | Rental    | 22              | 2028                  | No                     | DHCD               |
| 3689      | Russell Place               | Water and Wright Streets              | Ownership | 7               | Perp                  | No                     | DHCD               |

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This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

# DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

## Arlington

| DHCD ID # | Project Name                         | Address        | Type   | Total SHI Units | Affordability Expires | Built w/ Comp. Permit? | Subsidizing Agency |
|-----------|--------------------------------------|----------------|--------|-----------------|-----------------------|------------------------|--------------------|
| 4193      | DDS Group Homes                      | Confidential   | Rental | 45              | N/A                   | No                     | DDS                |
| 4538      | DMH Group Homes                      | Confidential   | Rental | 26              | N/A                   | No                     | DMH                |
| 4979      | Fessenden Road                       | Fessenden Road | Rental | 15              | 07/25/2022            | No                     | MHP                |
| 5654      | Two Family Affordable Rental Program | Smith Street   | Rental | 2               | 06/29/2031            | No                     | HUD                |
| 5655      | Two Family Affordable Rental Program | Bow Street     | Rental | 2               | 08/30/2031            | No                     | HUD                |
| 5656      | Two Family Affordable Rental Program | Rawson Street  | Rental | 2               | 08/30/2031            | No                     | HUD                |
| 5657      | Two Family Affordable Rental Program | Summer Street  | Rental | 2               | 12/06/2031            | No                     | HUD                |
| 5658      | Two Family Affordable Rental Program | Broadway       | Rental | 2               | 02/21/2032            | No                     | HUD                |

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Arlington**

| DHCD ID # | Project Name                         | Address           | Type   | Total SHI Units | Affordability Expires | Built w/ Comp. Permit? | Subsidizing Agency |
|-----------|--------------------------------------|-------------------|--------|-----------------|-----------------------|------------------------|--------------------|
| 5659      | Two Family Affordable Rental Program | Decatur Street    | Rental | 2               | 10/04/2032            | No                     | HUD                |
| HUD       |                                      |                   |        |                 |                       |                        |                    |
| 5660      | Two Family Affordable Rental Program | Webster Street    | Rental | 2               | 12/27/2032            | No                     | HUD                |
| HUD       |                                      |                   |        |                 |                       |                        |                    |
| 5661      | Two Family Affordable Rental Program | Bow Street        | Rental | 2               | 07/18/2033            | No                     | HUD                |
| HUD       |                                      |                   |        |                 |                       |                        |                    |
| 5662      | Two Family Affordable Rental Program | Washington Street | Rental | 2               | 07/23/2033            | No                     | HUD                |
| HUD       |                                      |                   |        |                 |                       |                        |                    |
| 5663      | Two Family Affordable Rental Program | Sherborn Street   | Rental | 2               | 01/14/2034            | No                     | HUD                |
| HUD       |                                      |                   |        |                 |                       |                        |                    |
| 5664      | Two Family Affordable Rental Program | Warren Street     | Rental | 2               | 10/26/2034            | No                     | HUD                |
| HUD       |                                      |                   |        |                 |                       |                        |                    |
| 5665      | Two Family Affordable Rental Program | Dorothy Road      | Rental | 2               | 06/06/2034            | No                     | HUD                |

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This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

# DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

## Arlington

| DHCD ID # | Project Name                                     | Address                  | Type      | Total SHI Units | Affordability Expires | Built w/ Comp. Permit? | Subsidizing Agency |
|-----------|--|--------------------------|-----------|-----------------|-----------------------|------------------------|--------------------|
| 5665      | Two Family Affordable Rental Programq            | Dorothy Road             | Rental    | 2               | 06/06/2034            | No                     | HUD                |
| 5668      | Two Family Affordable Rental Program             | Acton Street             | Rental    | 2               | 06/30/2034            | No                     | HUD                |
| 7019      | Massachusetts Avenue                             | 264 Massachusetts Avenue | Ownership | 4               | 2104                  | No                     | DHCD               |
| 7712      | Two Family Affordable Rental Program             | Medford Street           | Rental    | 2               | 2055                  | NO                     | HUD                |
| 7648      | Minuteman Village                                | 40 Brattle St            | Ownership | 4               | 2056                  | YES                    | MassHousing        |
| 7649      | Mass Ave Preservation Project                    | 1016 Mass Ave            | Rental    | 18              | 2056                  | NO                     | HUD                |
| 8814      | Arlington 380, aka Symmes Hospital Redevelopment | Summer St                | Rental    | 26              | Perp                  | NO                     | DHCD               |
| 8863      | Mass Ave   | Mass Ave                 | Rental    | 1               | Perp                  | NO                     | DHCD               |
| 9027      | Arlington Affordable Rental Program              | Rawson Road              | Rental    | 2               | 2058                  | NO                     | HUD                |

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This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Arlington**

| DHCD ID #               | Project Name              | Address                      | Type   | Total SHI Units | Affordability Expires                       | Built w/ Comp. Permit? | Subsidizing Agency |
|-------------------------|---------------------------|------------------------------|--------|-----------------|---|------------------------|--------------------|
| 9197                    | Forest/Pierce             | 34 Forest St/11-13 Pierce St | Rental | 10              | 2059  | NO                     | HUD                |
|                         |                           |                              |        |                 |   |                        | MHP                |
| 9545                    | Capitol Square Apartments | 252, 258-260 Mass Ave        | Rental | 32              | Perp  | NO                     | DHCD               |
| 9660                    | Alta Brigham Square       | 30-50 Mill Street            | Rental | 17              | Perp  | NO                     | DHCD               |
|                         |                           |                              |        |                 |   |                        | MassHousing        |
| <b>Arlington Totals</b> |                           |                              |        | 1,121           | <b>Census 2010 Year Round Housing Units</b> |                        |                    |
|                         |                           |                              |        |                 | <b>Percent Subsidized</b>                   |                        |                    |
|                         |                           |                              |        |                 | 19,881                                      |                        |                    |
|                         |                           |                              |        |                 | 5.64%                                       |                        |                    |

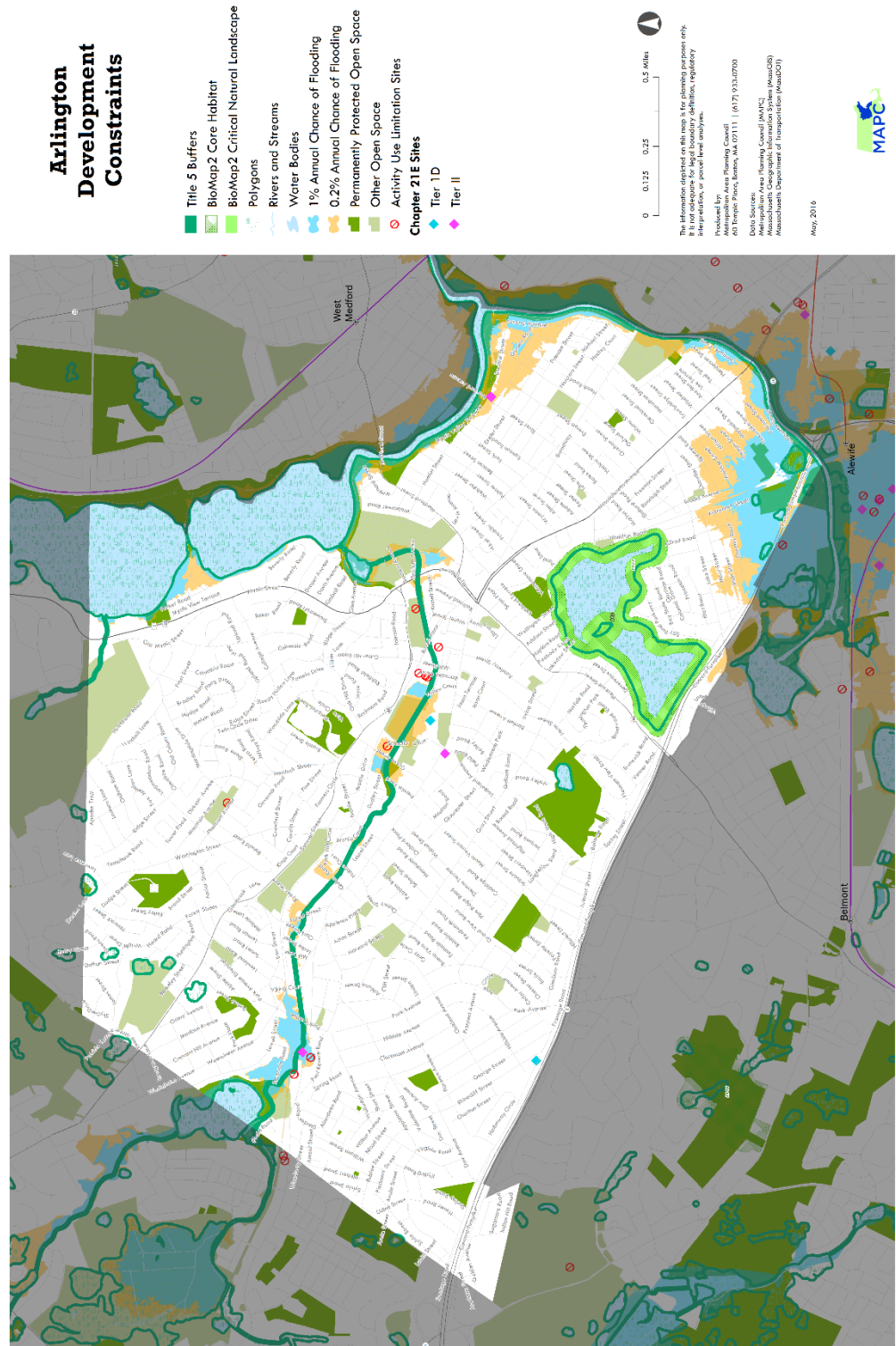
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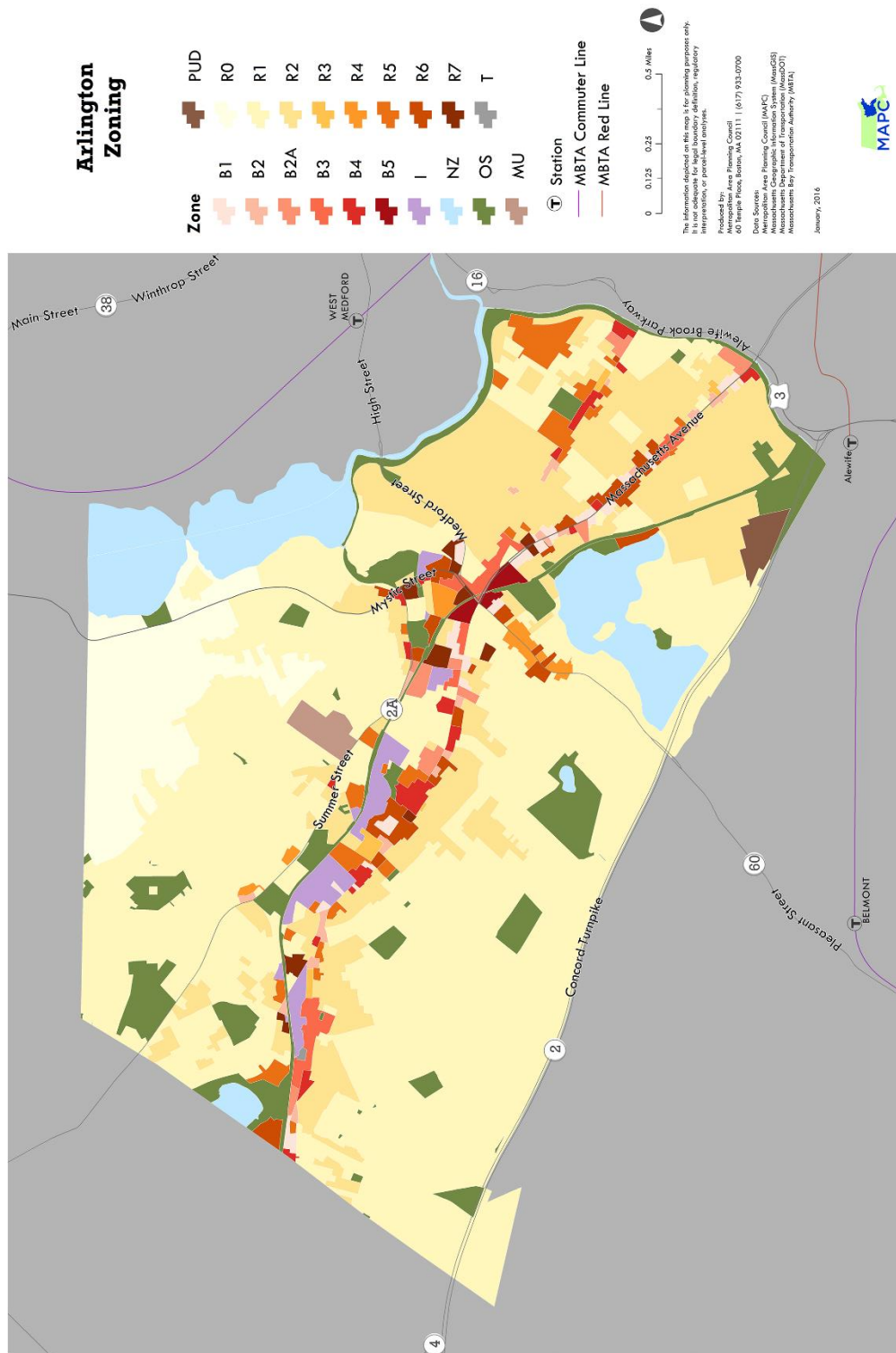
This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

# Appendix D

## Natural Development Constraints

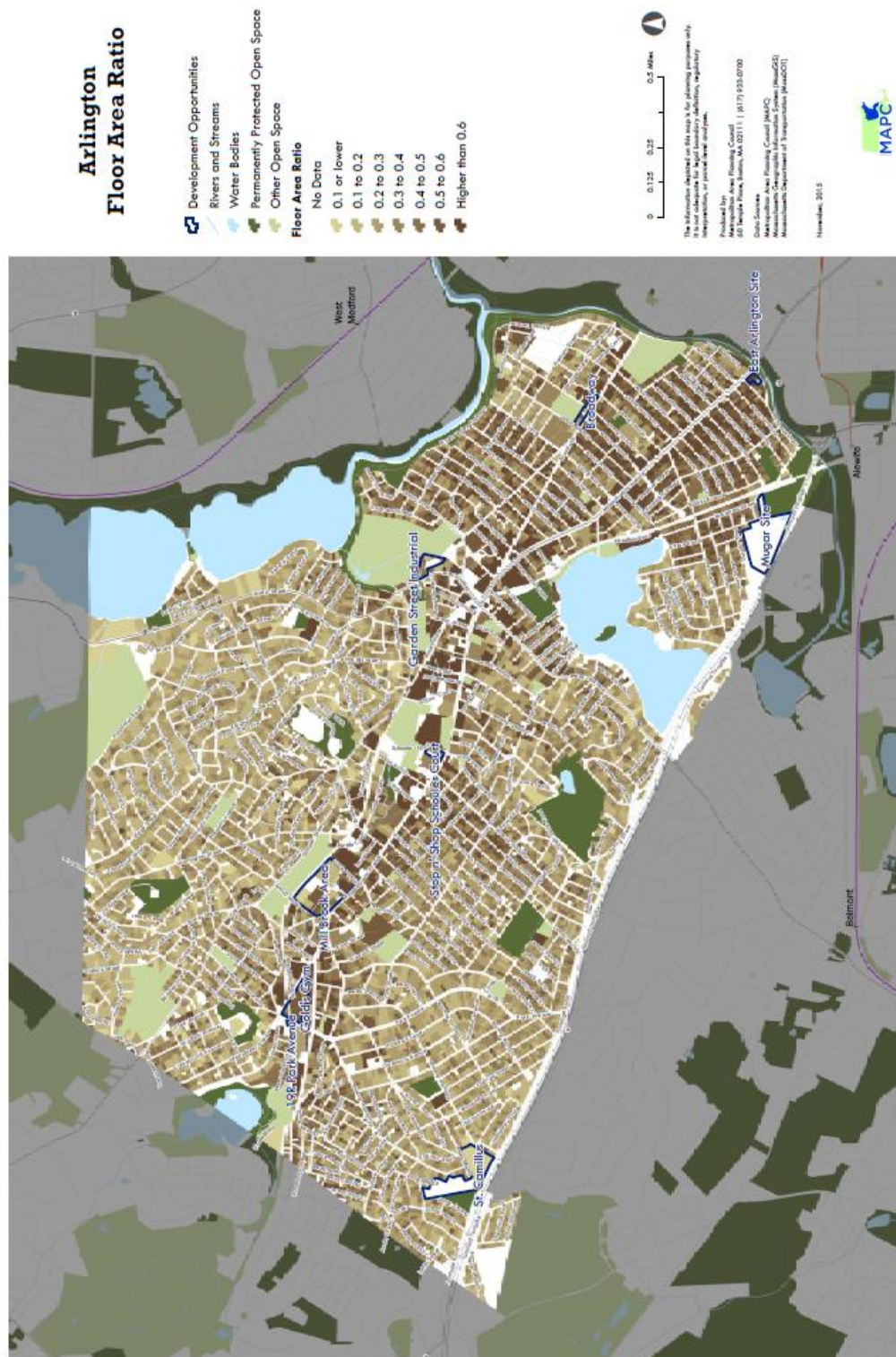


# Zoning

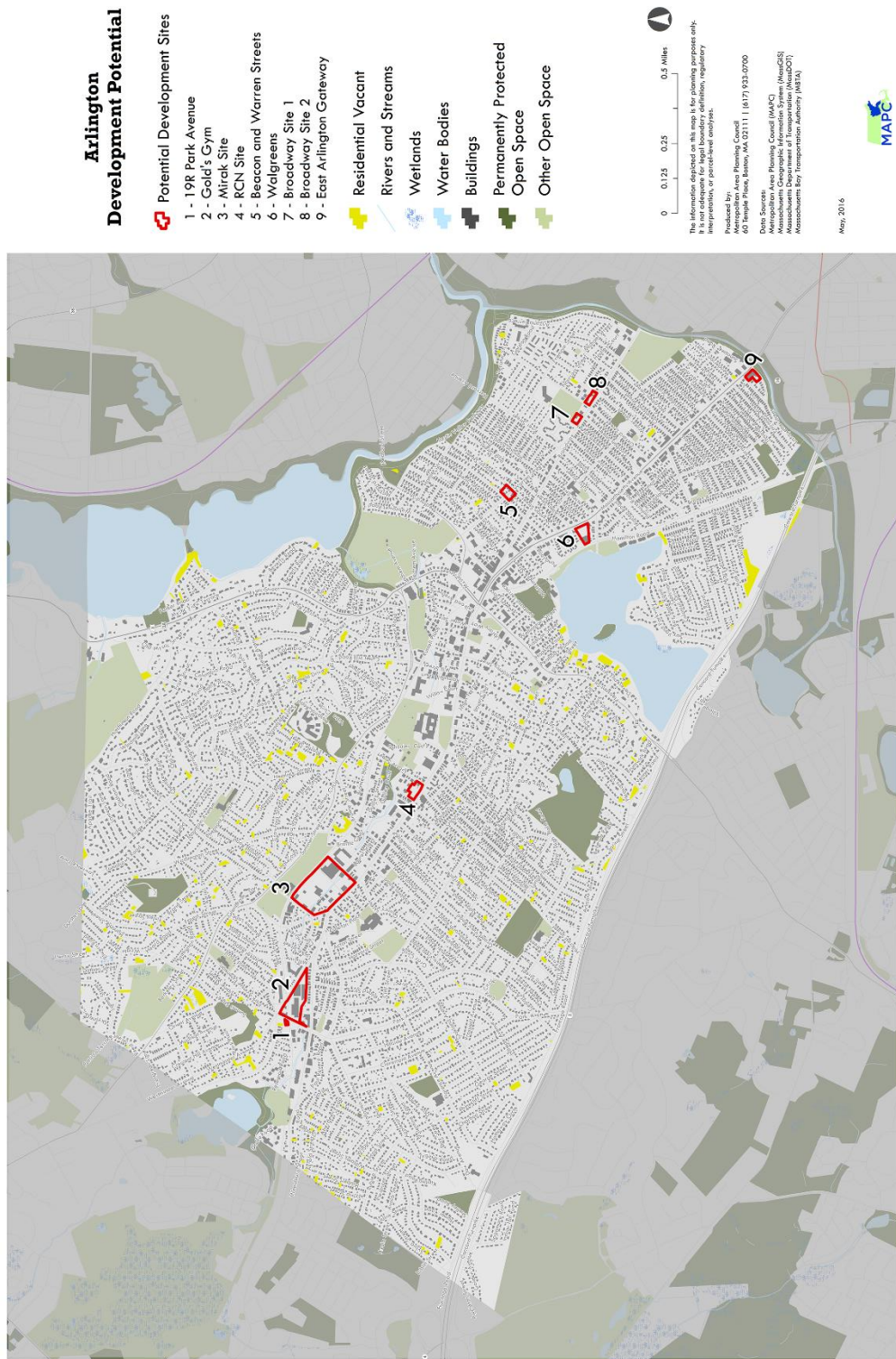




## Floor Area Ratio



# Potential Development Opportunities





## Town of Arlington, Massachusetts

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### **Vote: Approval of Community Choice Aggregation Plan**

#### **Summary:**

Adam W. Chapdelaine, Town Manager

#### **ATTACHMENTS:**

| Type                 | File Name                      | Description      |
|----------------------|--------------------------------|------------------|
| ▣ Reference Material | ARLINGTON_AGGREGATION_PLAN.pdf | Aggregation Plan |
| ▣ Reference Material | CCA_Public_Feedback.pdf        | Public Comment   |

**D.P.U. 16 - \_\_\_\_**

**PETITION**  
**AND SUPPORTING DOCUMENTS**  
**FOR THE**  
**TOWN OF ARLINGTON**  
**MUNICIPAL AGGREGATION PLAN**

## **AGGREGATION DOCUMENTS**

### **1. Petition**

#### **Attachments**

#### **1. Historical Overview**

##### **Exhibits**

**A. Certification by the Town Clerk of Town vote to pursue Municipal Aggregation**

**B. Energy-Related Services Agreement**

**C. Department of Energy Resources (DOER) Consultation Letter**

**D. Certification by the Town Clerk of the vote at the meeting of the Board of Selectmen to approve the Aggregation Plan**

#### **2. Aggregation Plan**

##### **Exhibits**

**A. Customer Enrollment, Opt-Out and Opt-In Procedures**

**B. Sample Customer Notification Letter and Opt-Out Postcard**

#### **3. Public Outreach and Education Plan**

##### **Exhibit**

**A. Sample of Available Media Outlets**

#### **4. Electric Services Agreement**

**THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES**

|  |   |              |
|--|---|--------------|
|  | ) |              |
| Town of Arlington Municipal Aggregation Plan | ) | D.P.U. 16-__ |
|  | ) |              |

**PETITION FOR APPROVAL OF MUNICIPAL AGGREGATION PLAN**

The Town of Arlington (“Municipality”) respectfully petitions the Department of Public Utilities (“Department”), pursuant to G.L. Chapter 164, Section 134(a), for approval of its Municipal Aggregation Plan. In support of this Petition, the Municipality states the following:

1. The goals of the community electricity municipal aggregation program (the “Program”) are to bring the benefits of competitive choice of electric supplier, longer-term price stability than provided by the local utility, lower cost power and more renewable energy options to the residents and businesses of the Municipality. Under the program the Municipality will have the opportunity to provide a portion of renewable or green power through renewable energy certificates (“RECs”). The program will employ a procurement process designed to maximize savings and will provide a full set of consumer protections, including the right for any customer to opt out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through approval of a warrant at the 2016 Town Meeting. The vote and the actions and events of the Municipality preceding and following this vote for approval are outlined in the Historical Overview. (Attachment 1)

3. The Municipality seeks the Department’s approval of its Municipal Aggregation Plan (“Plan”) (Attachment 2) that describes the key features, structure and operation of the aggregation program and explains how the Plan meets the statutory requirements.



4. A Public Outreach and Education Plan has been formulated to ensure that residents and businesses are fully informed about the important aspects of the Plan to enable them to make intelligent decisions concerning participation in the Program. (Attachment 3)

5. The Plan and the associated form of Electric Services Agreement (“ESA”) (Attachment 4) ensure that the program complies with all requirements of G L. Chapter 164, Section 134(a), including providing universal access, a reliable power supply and the equitable treatment of all customer classes.

6. The Municipality consulted with the Department of Energy Resources (“DOER”) and sought the input of the Local Distribution Company (“LDC”) in the development of the Plan.

7. The Municipality is a member of the Metropolitan Area Planning Council (“MAPC”). Although Municipalities are not required to follow the competitive bidding process of G.L. Chapter 30B when entering into a contract for energy-related services, the MAPC issued a Request for Proposals for Community Choice Aggregation Consulting Services on behalf of its member municipalities. The MAPC selected Good Energy L.P. as its green municipal aggregation consultant through an open and competitive process.

8. The Municipality respectfully requests that the Department conduct an expeditious review of this petition to allow the Municipality to proceed with implementation to maximize benefits for eligible consumers. Municipal aggregators are required to conduct their business openly and with full public participation. The Municipality requests a streamlined process, including a public hearing, discovery, and an opportunity for interested persons to submit written comments.

9. The Municipality also respectfully requests a waiver, both for itself and for its competitive supplier, from the requirement to mail a quarterly information disclosure label to every customer. The requirement for quarterly distribution of the disclosure label is specified in 220 C.M.R. § 11.06(4)(c). The Department has determined that for municipal aggregators, the distribution would normally be made

by individual mailings to customers. City of Marlborough, D.T.E. 06-102, at 24. The Department, however, may grant an exception to any provision of 220 C.M.R. 11.00 for good cause shown. 220 C.M.R. Section 11.08. In support of its request for waiver, the Municipality states that quarterly mailings would be burdensome and expensive, raising the supply price for customers. The Municipality will employ an alternative disclosure strategy, including press releases, public service announcements on local access cable television, postings at Municipality buildings and postings on the program website, that will provide the required information to customers as effectively as quarterly mailings. The Department has granted similar waivers to other municipal aggregators using equivalent disclosure strategies. Cape Light Compact, D.T.E. 00-47, at 28; City of Marlborough, D.T.E. 06-102, at 24; Town of Lanesborough, D.P.U. 11-27, at 23; Town of Ashland, D.P.U. 11-28, at 22; Town of Lunenburg, D.P.U. 11-32, at 22; Town of Lancaster, D.P.U. 12-39, at 23; City of Lowell, D.P.U. 12-124, at 51; Town of Ashby, D.P.U. 12-94, at 37; Town of Natick, D.P.U. 13-131, at 29; Town of Greenfield, D.P.U. 13-183, at 27.



WHEREFORE, the Petitioner hereby respectfully requests that the Department:

1. Adopt a streamlined review and approval process;
2. Approve the Aggregation Plan of the Municipality;
3. Approve the request of the Municipality for a waiver of the requirement of 220 C.M.R Section 11.06(4)(c) to mail the quarterly disclosure label; and
4. Provide such other and further relief as may be necessary or appropriate.

Respectfully submitted,

TOWN OF ARLINGTON

By Attorney for Good Energy, L.P.

---

Scott J. Mueller  
Scott J. Mueller Law Office  
16 Conant Road  
Chestnut Hill, MA 02467  
978-460-0693  
scott@sjmuellerlaw.com  
Dated: \_\_\_\_\_, 2016

# **ATTACHMENT 1**

## **TOWN OF ARLINGTON COMMUNITY ELECTRICITY AGGREGATION**

### **HISTORICAL OVERVIEW**

Prepared by

**GOOD ENERGY, L.P.**

## **EXHIBITS**

- A. Certification by the Town Clerk of the Town Vote to Pursue Municipal Aggregation.
- B. Energy-Related Services Agreement
- C. Department of Energy Resources (“DOER”) Consultation Letter
- D. Certification by the Town Clerk of the Board of Selectmen Vote Approving the Aggregation Plan

## **EXHIBIT A**

### **Certification by the Town Clerk of the Town Vote to Pursue Municipal Aggregation**



OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
730 MASSACHUSETTS AVENUE  
ARLINGTON, MA 02476

TOWN HALL  
OFFICE HOURS  
MONDAY, TUESDAY & WEDNESDAY  
8 A.M. TO 4 P.M.  
THURSDAY - 8 A.M. TO 7 P.M.  
FRIDAY - 8 A.M. TO 12:00 P.M.

STEPHANIE L. LUCARELLI  
TOWN CLERK

TELEPHONE

(781) 316-3070

**ARTICLE 28**

**VOTE/AUTHORIZING COMMUNITY CHOICE  
AGGREGATION**

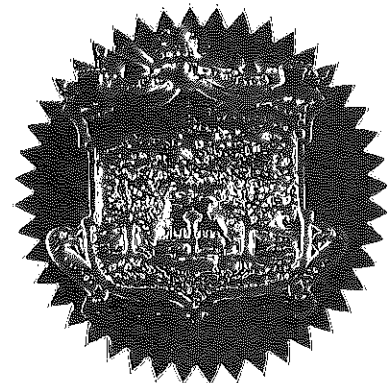
**VOTED: (ELECTRONIC TALLY, YES - 177, NO - 22)**

*Pursuant to M.G.L. c. 164 sec. 134, Town Meeting hereby authorizes the appropriate Town officials and departments to commence the process of developing a Community Choice Electrical Aggregation Program, and to research, develop and participate in a contract, or contracts to aggregate the electricity load of the residents and businesses in the Town of Arlington and for other related services, independently, or in joint action with other municipalities, and authorize the Town Manager to execute all documents necessary accomplish the same.*

A true copy of the vote under  
Article 28 of the Warrant for the  
Annual Town Meeting of the  
Town of Arlington at the session  
held May 2, 2016.

ATTEST: *Stephanie L. Lucarelli*

Town Clerk



## **EXHIBIT B**

### **Energy-Related Services Agreement**

## **SERVICES AGREEMENT**

### **Professional Energy Consulting Services to a Municipal Aggregator**

This Services Agreement ("Agreement") is made and entered into and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date") by and between the **Town of Arlington** ("Municipality"), a Massachusetts municipal corporation, with offices located at 730 Massachusetts Avenue, Arlington, MA 02476, acting by and through its Board of Selectmen or Mayor, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

#### **Recitals**

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" in order to facilitate the provision of electric power services and related energy services, either separately or bundled, for the Municipality's own use and for use by residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality in relation to the creation, authorization, implementation and management of its municipal aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134 of Chapter 164 of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

#### **Provisions**

**I. Performance of the Services.** At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:

A. Provide the following services:

1. Provide the services set forth in the scope of services in the Service Provider's Technical Proposal submitted in response to the Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02) issued by the Metropolitan Area Planning Council ("MAPC") and in the MAPC Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02), attached as Exhibits 1 and 2 respectively and incorporated herein.
2. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal aggregation.

3. Assist the Municipality in the establishment of a municipal aggregation program including electric power services and related energy services, as determined by the Municipality, and the development of municipal aggregation plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;
4. Assist the Municipality in the achievement of additionality with its default electricity rate and optional green products. Service Provider will accomplish this by:
  - a. Identifying and assessing multiple options for achieving additionality;
  - b. Quantifying the known and potential kW of renewable generation and type of generation (e.g., wind, solar, etc.) that could be added to the New England electricity grid;
  - c. Providing evidence explaining and supporting additionality claims; and
  - d. Quantifying the impact on electricity rates.

Municipality expects Sustainable Energy Advantage to participate in the additionality quantification process. Further, Service Provider shall offer to have a representative from Sustainable Energy Advantage attend any meeting in which additionality options will be discussed with Municipality.

5. Preparation of a municipal aggregation plan (the "Plan") in consultation with the Municipality and the Massachusetts Division of Energy Resources which include, but are not limited to, the following issues as applicable:
  - Detailed process and consequences of municipal electricity aggregation
  - Universal access, reliability and equitable treatment of all customer classes
  - Requests for proposal issued by MAPC
  - Organizational structure – roles and responsibilities
  - Program operations – education, outreach and opt-out process
  - Rate setting and other costs, including offering rates in addition to the municipal aggregator's default electricity rate
  - Program funding – expenses and fees
  - Green power - renewable energy
  - Methods for entering and terminating agreements associated with the Plan
  - Rights and responsibilities of participants
  - Activation and termination of the Plan
  - Constituent notification and enrollment
  - Description of annual reporting
  - Program move-ins and move-outs
  - Program education initiative
  - Demand management and energy efficiency program
  - Electric Service Agreement
  - Pricing methodology
  - Eligible customer service classes
  - Competitive supplier selection criteria



- Selected competitive supplier responsibilities
  - Liability
6. Assist Municipality with presenting the Plan for public review.
  7. Assist with all required consultations and filings with the Division of Energy Resources and the Department of Public Utilities in regards to the Plan.
  8. Provide Municipality with electric power market pricing trends and any other relevant information to support the Service Provider's recommendation for timing of the electric service bid.
  9. Prepare bid specifications and procure competitive bids for licensed, competitive suppliers for electric service, based on the most advantageous proposal, price and other factors considered, with both final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality. When developing the electric service bid, provide analysis of MA Class I REC market pricing to allow the municipality to determine how it prefers to source the RECs (e.g. from competitive retail electricity suppliers, REC brokers, etc.).
  10. Develop the contract terms and conditions for the Electric Service Agreement between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan.
  11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.
  12. Assist with all required steps to implement the additionality strategy selected by the Municipality, which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating long-term contracts with renewable energy brokers or developers, and developing contract terms and conditions for Renewable Energy Credits and renewable energy brokers and developers.
  13. Coordinate the provision of an agreement between the applicable public utility ("Local Distribution Company" or "LDC") and the Municipality, if required, and coordinate and facilitate communications between the LDC and Municipality, including the confidential exchange of customer information and other information between the LDC and the Municipality.
  14. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed municipal aggregation Program and of the customer's right to decline to participate in the Program, determining the validity and accuracy of the eligibility customer lists provided by the applicable LDC, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;
  15. Implement comprehensive marketing services for an opt-out electricity aggregation program, at no cost to Municipality and with the approval of the Municipality, which may include, but are not limited to, the following:
    - USPS mail campaigns

- Local radio/TV spots, web-based infomercials
  - Cable access programming
  - Newspaper interviews and advertising
  - Municipal newsletters
  - Attendance at public hearings
  - Attendance at community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.
  - Development and online hosting of dedicated online site that is unique to the Municipality
  - Billboard signage
  - Informational flyers
16. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.
17. Lead and be responsible for post-purchase program delivery and on-going daily monitoring services.
18. Investigate the feasibility of and methods for Municipality to receive account level usage data for all accounts enrolled in the aggregation on a regular basis. At the request of the Municipality, Service Provider shall make all reasonable efforts to secure such data for the Municipality and to perform analysis of the data to make it actionable for the Municipality.
19. Provide a monthly report, by the 14<sup>th</sup> of the subsequent month, to Municipality that provides the following information for the past month and cumulatively for the aggregation:
- a. The total usage (kWh) in each available rate offered by the aggregation;
  - b. The total number of accounts in each rate offered by the aggregation;
  - c. The total number of opt-outs and opt-ins;
  - d. Costs savings achieved compared to known LDC rates;
  - e. Applicable summary information about additionality criteria (e.g., MA Class I RECs purchased); and
  - f. Other criteria the Municipality requests as relevant.
20. On an annual basis, provide a report to Municipality that includes the additionality impact of the Municipality's aggregation, in terms of:
- a. Quantification of the known and potential kW of renewable generation and type of that generation (e.g., wind, solar, etc.) added to the New England electricity grid; and
  - b. Evidence explaining and supporting additionality claims.
- B. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.
- C. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not

limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

- D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.
- E. Service Provider shall not subcontract any Services to any person or entity that is not named herein without the advance written consent of Municipality, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Service Provider shall submit copies of any and all licenses and registrations to the Municipality. Notwithstanding the foregoing, any approval or lack of objection of the Municipality to any sub-consultant shall not relieve Service Provider of its responsibility for all Services.

## **II. Obligations of Municipality.**

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan and energy plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

**III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to

expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

**IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

**V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

**VI. Indemnification.**

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

## **VII. Insurance.**

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

## **VIII. Right to Audit.**

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement

for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

**IX. Taxes and Certifications.**

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).
- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
- C. Service Provider has the following federal identification number for income tax purposes: 43-2003973
- D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.

**X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

**XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.

**XII. Discrimination.** To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.

**XIII. Confidential and Proprietary Information.**

- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.

B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.

C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

D. **Proprietary Rights, Survival.** The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.


**XVI. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

**XVII. Compliance with Laws.** Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**CITY / TOWN OF** Arlington  
By its Town Manager

Signature:



Printed name:

Adam W. Chapdelaine

**GOOD ENERGY, L.P.**

**By: Good Offices Technology Partners, LLC, its General Partner**

BY: \_\_\_\_\_, duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager



## Exhibit 1: Request for Proposals



Deadline to Submit - 2:00pm, 10/28/2015

# Request for Proposals (RFP) for Community Choice Aggregation Consulting Services

September 29, 2015

## Metropolitan Area Planning Council (MAPC)

On behalf of the Cities of Somerville and Newton, the Towns of Arlington  
and Sudbury, and all other Metropolitan Area Planning Council Member  
Municipalities

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## Legal Notice of Request for Proposals for Community Choice Aggregation (CCA) Consulting Services

The Metropolitan Area Planning Council (MAPC) seeks proposals from qualified parties to develop and administer electricity aggregation plans through separate agreements with MAPC municipalities. The plans must support adding new renewable generation to the ISO-NE grid (i.e. additionality). A selection committee formed by MAPC will choose one or more qualified party(ies) to serve as a consultant and who will be available to the municipalities to enter into agreements.

RFP documents may be obtained beginning 9/29/2015 by contacting Patrick Roche by email at [proche@mapc.org](mailto:proche@mapc.org) using the subject line "Community Choice Aggregation RFP." Proposals are due at MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111 on 10/28/2015 at 2:00 pm.

## 1. Introduction

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### 1.1. Introduction

**Solicitation Lead:** Metropolitan Area Planning Council

**Address:** 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111

**RFP Primary Contact Person:** Patrick Roche, Energy Coordinator  
**Email:** [proche@mapc.org](mailto:proche@mapc.org)  
**Telephone:** 617.933.0790

**RFP Second Contact Person:** Heidi Anderson, MCPPO, Municipal Procurement Services Manager  
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This is a Request for Proposals (RFP) issued by the Metropolitan Area Planning Council (MAPC), on behalf of the 101 municipalities that it represents. The Cities of Somerville and Newton and the Towns of Arlington and Sudbury have each elected to be expressly named in this RFP as an indication of their interest in pursuing municipal aggregation. MAPC seeks responses from qualified, interested parties (individually a “Respondent” and collectively the “Respondents”) to perform the following services for any of the 101 municipalities:

- Develop a plan to aggregate the electrical load of electricity customers within a municipal jurisdiction; the plan will enable the municipality to generate emissions reductions through either the purchase of renewable energy above and beyond what is required by the state’s Renewable Portfolio Standard or another method
- In consultation with the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU), develop, prepare, implement and secure regulatory approval and perform all services related to administering the aggregation plan as defined by and in compliance with M.G.L. c.164, §134 and any other applicable statute or regulation.

A selection committee comprised of MAPC, the City of Somerville, the Town of Arlington and the Town of Sudbury, will select one or more qualified Respondents to serve as a consultant (“Vendor”). Vendor(s) will be available to the 101 municipalities to enter into separate agreements for the services described and at the rates contained in their proposals. Participation in this RFP does not commit or bind any municipality to entering into any agreement with the selected Vendor(s).

### 1.2. Background on MAPC & Named Municipalities

MAPC is the regional planning agency (RPA) for the greater Boston region, comprising 101 municipalities. It is a governmental entity established by M.G.L. c.40B, §24, et al, to maintain a regional perspective on growth, development, and governance for the welfare of the region. Of MAPC’s member municipalities, MAPC is aware of 8 that have either implemented or are in the process of implementing Community

Choice Aggregation. An additional 20 are served by municipal light plants and are not eligible for Community Choice Aggregation (CCA). MAPC has authority to collectively procure goods and services under M.G.L. c.7, §22B.

Of the municipalities named in this RFP, only the Town of Sudbury has authorized aggregation. The City of Somerville, City of Newton, and the Town of Arlington have all expressed interest in aggregation. In Somerville, the Mayor has convened a Task Force to manage the process of securing authorization for CCA and then guiding the development of the aggregation plan. The City has a goal to be carbon neutral by 2050 and sees CCA as a valuable tool to help achieve it. In Arlington, the Town Manager is cooperating with the Town's Energy Working Group to bring the issue of aggregation to the Board of Selectmen and Town Meeting, planned for spring 2016. In preparation, the Town Manager has directed his staff to participate in this selection process.

The City of Somerville and Town of Sudbury have expressed interest in contracting for at least two years and the Town of Arlington has expressed interest in exploring whether a hedging or "ladder" strategy in contracting would minimize risk and how it might impact the additionality goals. For example, such a ladder might be contracting for 50% of load for 6 months, 25% for 1 year, and 25% for 3 years.

### **1.3. Goals of Community Choice Aggregation**

In addition to improving electricity price stability for rate payers, MAPC and the named municipalities desire to leverage CCA as way to add more renewable energy to the ISO-New England electricity grid, thereby displacing fossil fuel generation and ultimately reducing greenhouse gas (GHG) emissions on the ISO-New England grid. One way CCA can accomplish this is when a municipality opts to purchase more renewable energy than what is required by the state's Renewable Portfolio Standard, provided that the purchases have additionality. Additionality is achieved when a purchase or payment can be shown to be responsible for the addition of new renewable generation to the grid, (i.e. in the absence of the purchase, that generation would not have been added to the grid). Renewable energy that would have been added to the ISO-NE grid simply to meet increasing requirements from the state's Renewable Portfolio Standard would not qualify as additional. It is imperative upon the Respondent to be able to provide the evidence that supports additionality. Through this RFP, MAPC and the named communities seek Respondents who can identify and procure renewable energy with the strongest evidence for additionality.

The preference of the named municipalities is for additionality to be achieved through the purchase of Renewable Energy Credits (RECs). MAPC and the named municipalities encourage innovative solutions and will also accept strategies for achieving additionality through:

- 1) Direct Investment in a renewable energy project
- 2) Other strategies

If purchasing RECs, MAPC and the named municipalities consider eligibility for Massachusetts Class I status as the minimum characteristic for a renewable energy purchase to have additionality. MAPC and the named municipalities are interested if brokers would suggest adding other characteristics or criteria to strengthen the evidence of additionality.

For the purposes of this RFP, Respondents should assume that municipalities desire to contract for a default electricity supply at a rate (\$/kWh) equal to reasonably projected rates for their utility's basic service, and rate competitiveness is best considered over the length of the aggregation contract. The default rate will provide price stability through longer term contracts than basic service, and any price savings should be used to fund the addition of renewable energy to the ISO-New England grid.

## **1.4. Contract**

The selected Vendor(s) will sign MAPC's contract (**See Section 10**) which stipulates that the Vendor is officially selected, is authorized to enter into separate agreements with any MAPC municipality within the duration of the contract, and will adhere to the terms and conditions and MAPC fee requirements.

## **1.5. Duration of Contract with MAPC**

The contract resulting from this RFP will last from the date of selection through December 31, 2016. At any point during this time the Selected Vendor(s) may represent themselves as an "MAPC Selected Vendor" and enter into separate agreements with MAPC municipalities. MAPC anticipates conducting another procurement to cover the subsequent year starting January 1, 2017.

## **1.6. Subscription Form**

MAPC municipalities wishing to utilize the services of a selected Vendor under a contract resulting from this RFP will be required to complete and sign a "Municipal Subscription Form" agreement and submit to MAPC prior to engaging the services of any Vendor. A sample "Municipal Subscription Form" can be found in **Section 9**.

Once the "Municipal Subscription Form" agreement has been executed by the municipality and submitted to MAPC, the eligible party will be responsible for managing and directing the work of the selected Vendor for all work orders initiated by the municipality.

## **1.7. Fee**

MAPC will assess a fee of \$0.000025/kWh, paid by the electricity supplier to MAPC, for the first year of a municipality's supply contract for purposes of covering MAPC's cost of project development, administration, and support. Respondents must commit to incorporating this fee in supply contracts.

# **2. RFP Process**

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MAPC does not plan to issue a list of recipients of this RFP and MAPC did not perform any pre-qualification of Respondents.



## 2.1. RFP Timeline

|   |                       |
|---|-----------------------|
| RFP Published in Goods & Services Bulletin and Advertised | 9/28/2015             |
| RFP Available   | 9/29/2015             |
| Final Inquiries Due:                                      | 10/14/2015 by 2:00 pm |
| Proposals Due:  | 10/28/2015 by 2:00 pm |
| Anticipated Interviews:                                   | 11/11/2015            |
| Anticipated Selection:                                    | 11/18/2015            |

## 2.2. Questions & Inquiries

All questions and inquiries concerning this RFP must be submitted in writing no later than 2:00 PM on 10/14/2015. Inquiries will not be answered directly. MAPC will issue an addendum which will address the written questions submitted by the deadline and will be sent to all Respondents on record as having received the RFP. It is the responsibility of the Respondent to contact MAPC at the e-mail address above prior to the submittal deadline to ensure that the Respondent has received all addenda issued by MAPC.

## 2.3. Selection Process

Technical Proposals will be evaluated by a selection committee. The names of committee members are not a matter of public record prior to, or during the evaluation process. The selection committee is comprised of a representative from MAPC, City of Somerville, Town of Arlington and the Town of Sudbury. The Selection Committee will review the technical proposals and will determine which technical proposals meet the minimum evaluation criteria set forth in **Section 6** below. The Selection Committee will review such technical proposals, may issue written or in-person questions for clarification, and will then rank the technical proposals in accordance with the comparative evaluation criteria set forth in the **Section 6** below. The Selection Committee may then conduct interviews with the top ranked Respondents, after which it will adjust technical proposal rankings if necessary. The Selection Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Selection Committee's analysis of both the Price-Proposal and the Technical Proposal, the Selection Committee will select the most advantageous proposal(s), taking into consideration price and all other evaluation criteria set forth in the RFP.

## 2.4. Rule of Award

The Selection Committee will make the final determination of awards. Although multiple Vendors may be selected, the number of Vendors selected will be determined on the basis of the competitiveness of the proposals received.

Only those Vendors who submit all required forms and materials and whose proposals conform to the requirements set out in this Request for Proposals will be considered responsive. Determination that a Vendor is responsible (i.e. Proposer has the integrity, capability, and reliability to do the work) will be

based upon an evaluation of references. MAPC reserves the right to perform whatever additional due diligence it deems necessary to determine that the Proposer is responsible including, but not limited to, acting as their own reference.

MAPC may request additional clarifying information from a Respondent during this evaluation process.

MAPC will promptly notify Vendors selected upon conclusion of the evaluation process.

MAPC is required by law to overlook “minor technical formalities” such as misspellings and other non-material errors. MAPC may, at its sole discretion, waive strict compliance with RFP requirements that are not required by law, when it determines that so doing is in its best interest and that of participating RPAs and municipalities. MAPC is further required to correct arithmetic errors where the intent is obvious, but cannot do so where intent is not obvious.

### **3. Scope of Services**

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#### **3.1. Conduct Legislative Research**

In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry which authorized CCA. Retail access to the electricity market commenced March 1, 1998. The Respondent shall:

1. Analyze the existing legislation and its impact to CCA/supply/energy efforts of the participating municipality;
2. Review any subsequent amendments to the legislation and conduct a review of any statutory changes pending within the General Court and any regulatory changes pending at the Commonwealth of Massachusetts Department of Public Utilities ("DPU"); and
3. Monitor relevant Federal legislation and regulations for potential impacts to the aggregation plan and supply/energy plan

#### **3.2. Assist with Authorization of Aggregation**

In communities that have not yet authorized aggregation, Respondent shall support the municipality in its authorization process, such as providing information, data, or appearing to speak at relevant meetings.

#### **3.3. Develop Aggregation Plan**

Respondent shall develop an aggregation plan that, in addition to meeting all statutory and regulatory requirements, includes the goals of the municipality. Further, the aggregation plan shall allow the municipality to achieve additionality in its default rate; this will add new renewable energy generation to the ISO-New England grid and thereby reduce GHG emissions. At the municipality's discretion, the plan may also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan's default rate.

The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:

- Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added to the ISO-New England grid, and any other relevant metrics. Respondent should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.
- Established procedures to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries; and governmental shifts and proposed changes in policy;
- Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;
- A plan for ongoing customer support including, but not limited to:
  - Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;
  - Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;
  - Commitment to attend meetings with municipal officials, as required;
  - Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and
  - Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.

### **3.4. Secure Approval of Aggregation Plan**

Prepare and submit, with municipal approval, the aggregation plan and all required filings with the DOER, the DPU, and any other appropriate state agency. Represent the community in all communications with these state authorities. Ultimately secure approvals from the Massachusetts Department of Energy Resources (DOER) and Department of Public Utilities (DPU).

### **3.5. Provide Broker Services for Electricity & Renewable Energy Procurement**

#### **3.5.1. Develop a supplier RFP**

Develop a Request for Proposals (RFP) for electricity supply for municipal review and approval. The RFP should include, at a minimum, the following key components:

- A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)
- Services and features desired,
- Qualification criteria to have a bid considered
- Criteria used to select the supplier

- Essential provisions of the standard contract with the selected supplier
- The term of service

The Respondent shall ensure when accepting bids from suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating his/her bid is made freely without consultation with any other bidder and a signed State Taxes Certification form demonstrating compliance with the Commonwealth of Massachusetts tax laws.

The Respondent shall assist the participating municipality with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.

The Respondent shall obtain and verify references for similar supply contracts, if available.

### **3.5.2. Manage supplier procurement and negotiate the supply contract:**

The Respondent shall act as the broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers.

No contract negotiated by the Respondent shall allow the pass-through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of the participating municipality. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from distribution utility, its successors and assigns. Nothing herein shall preclude the participating municipality from having outside legal counsel review the terms and conditions of any negotiated contract.

### **3.5.3. Manage procurements for replacement supply contracts as needed**

The Respondent shall act as broker during the procurement process and provide all necessary technical and legal services during the negotiations with prospective suppliers.

### **3.5.4. Manage other procurements, as needed, to secure additionality**

If a contract other than the primary electricity supply contract is needed to make the payments or purchases that will deliver additionality, then the broker must manage procuring, negotiating, and contracting for it.

### **3.6. Perform Customer Enrollment/Transition Process**

After approval of the price and term of the agreement by the participating municipality with a supplier, the Respondent shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier.

### **3.7. Provide Public Education**

For both customer enrollment and post-enrollment, the Respondent shall prepare or cause to be prepared all information and education materials for the general public and for the media, subject to approval of the municipality, as identified in the aggregation plan. The Respondent will also implement or cause to be implemented the public education program as identified in the aggregation plan and as requested, meet with representatives from the media. The Respondent should have plans to message and engage with different stakeholder groups in a community (e.g. residents, businesses, elected officials) and plans for effectively connecting with populations that speak English as a second language.

### **3.8. Prepare Required Filings and Reports**

The Respondent shall prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), or any other state agency, if applicable, to contracts executed by the participating municipality officials on behalf of the its residents.

### **3.9. Manage & Monitor Aggregation Program**

The Respondent will administer and provide technical oversight of the Aggregation Program including:

- Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues;
- Administer the "opt-out" process for customers;
- Participation in negotiations with the competitive suppliers and the distribution company serving the participating municipality as it relates to the procurement of the Aggregation Program;
- Preparation of written reports on the ongoing operations of the Aggregation Program to be submitted on a quarterly basis to the participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality officials;
- Ensure compliance of the electricity supplier with the contract;
- Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts;
- Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;
- Provide answers to questions from ratepayers; and
- Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.

- On an annual basis, the Respondent will also provide a report that analyzes the additionality of the municipality's purchases, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the Respondent deems relevant, and that includes the evidence supporting additionality claims.

## 4. Submission of Proposals

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Competitive sealed proposals for the services specified will be received by MAPC c/o Patrick Roche at 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111, no later than 2:00 PM. local time on 10/28/2015, according to the requirements set forth for the format described in this Section of this RFP. The clock in the offices of the MAPC shall be considered official. No late submissions shall be considered.

It is mandatory that price and technical proposals be submitted in separate sealed envelopes. Please submit:

- One original price proposal in a sealed envelope marked in the lower left corner with the words: "MAPC CCA02 – Price Proposal" as well as the Respondent's name.
- One (1) original hard copy and one (1) electronic copy of the technical proposal in a sealed envelope or box marked in the lower left corner with the words: "MAPC CCA02 - Technical Proposal" as well as the Respondent's name.

Additional submission information:

- **Materials**
  - *Electronic copy:* please make a searchable PDF to facilitate review. This means that a reader could use the Find/Search tool to search for a keyword in the document. MAPC understands some components of the proposal may not be searchable, such as signed documents that must be scanned in from a hard copy. Please try to make as much of the document searchable as possible.
  - *Hard copy:* please ensure as much of the document is recyclable as possible. It is preferred that colored paper or other visually distinguishing, recyclable product be used to separate sections, rather than plastic tabs. Three ring binders are preferred to bind the entire document.
- All proposal prices submitted in response to this RFP must remain firm for 1 year following the proposal opening.
- Changes, modifications or withdrawals of submissions may only be submitted in writing to the MAPC prior to the submission deadline and must be clearly marked, as appropriate, "Correction, Modification or Withdrawal of Proposal of CCA Consulting Services."
- Neither the MAPC nor the participating municipalities assumes liability for and will not reimburse any costs incurred by any contractor (whether or not selected) in developing responses to this RFP.
- By submission of a proposal, the Respondent indicates acceptance of all terms and conditions of this RFP. Upon finding any omissions or discrepancy in this RFP, each Respondent shall notify the MAPC immediately so that any necessary addenda may be issued. Failure of a Respondent to



investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Respondent from any obligation with respect to their submission.

- Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Massachusetts Public Records Law, M.G.L. c.66, §10 and is bound thereby. Disclosure of any information provided by any Contractor in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c.66, §10.
- Submission of a proposal shall be deemed permission to the MAPC Selection Committee to make inquiries concerning the Respondent to any persons or firms deemed appropriate by the Selection Committee, including any named subcontractors.
- Each proposal will be reviewed for completeness, and incomplete submissions may be rejected without further consideration. Additionally, failure to submit proposals in separate sealed envelopes will result in rejection of the proposal. A proposal will be considered complete if all requested sections and information are included in the proper order. Respondents shall use the prescribed format to indicate their experience and qualifications and describe their approach to implementing a Community Choice Aggregation program for the municipality participating in this RFP.
- MAPC reserves the right to waive any minor irregularities and formalities in the selection of the vendor for this project.

#### **4.1. Minimum Eligibility Requirements**

Partnerships are allowed. If there is a partnership, one entity must take responsibility as the lead.

Respondents must:

- have previous experience in the energy industry
- be a broker licensed by the DPU (i.e. Electric Broker License) to do business in the area served by the local distributor
- have **either**
  - experience in consulting on the development and implementation of at least one plan for Community Choice Aggregation (CCA) for retail customers, pursuant to M.G.L. c.164, §134; OR
  - demonstrated experience in both electricity procurement AND community outreach/education

## **5. Submission Requirements**

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The following section details the contents of the Price and Technical proposals.

### **5.1. Price Proposal**

To be considered responsible and responsive and eligible to submit a proposal for consideration of having the most advantageous proposal, Respondent shall submit their price proposals on the form entitled "Price Proposal Form" that is enclosed herewith in **Section 7**.

The “Price Proposal Form” requires a prices structure that charges a fee per kWh consumed, as is consistent with consultants for Community Choice Aggregation. If the Respondent has proposed multiple strategies to deliver additionality and it feels at least one of those strategies would require a different level of fee, it may list the different fee(s) in **Section 7**. The Respondent should convincingly describe why a different level of fee is justified. The Respondent should provide the exact amount of the fee, unless it can provide satisfactory reasons why the fee cannot be calculated at this time. In that case, the Respondent must provide the formula it will use to arrive at the amount of the fee.

All fees must be incorporated into the cost of electricity supply and paid by the electricity supplier to the Respondent.

## **5.2. Technical Proposal**

Respondents shall submit technical proposals that include the following requirements:

### **5.2.1. Required Documents**

Each proposal submitted by a Respondent in response to this RFP must be accompanied by the following required items. MAPC reserves the right to reject proposals submitted without these required items:

- Copy of Electric Broker’s License
- Cover letter: Stating that proposal prices will remain firm for 1 year after the proposal opening;
- Fully executed forms (**See Section 8**), which include:
  - Respondent Information Form
  - Contractor Authorized Signature Verification Form
  - Certificate of Non-Collusion
  - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
  - Affirmative Action Plan Form
  - Conflict of Interest Certification (M.G.L. c.268A)
  - Certificate of Compliance with M.G.L. c. 151B
  - Certificate of Non-Debarment

### **5.2.2. References**

Please select three (3) clients to act as references, and provide the names, phone numbers, and emails (if available). Please also provide a succinct description of the projects (up to a half page each).

### **5.2.3. Respondent Background**

1. Provide background on the Respondent’s firm, such as years in business, years operating in Massachusetts, services offered in addition to municipal aggregation, etc.
2. Note location of the offices from which the services will be managed.



3. If Respondent has any financial interest in any energy supplier (or vice versa), Respondent should disclose this and provide an argument as to why such interest will not limit or reduce the municipality's access to the most competitive process possible for its electricity supply.

#### 5.2.4. Personnel

Respondents should describe projected resource availability for the anticipated duration of the project. This includes identifying and providing short biographies of the key project personnel that will work on the project as well as their anticipated roles.

#### 5.2.5. Qualifications for Implementing Community Choice Aggregation

1. Provide a description of the Respondent's experience with Community Choice Aggregation in Massachusetts and aggregation programs in other states, if applicable. The description should highlight successes in achieving approval of aggregation plans, brokering contracts for competitive electricity supply rates, and implementing effective public education and outreach plans. If Respondent has not implemented a Community Choice Aggregation program, then it must demonstrate experience with both electricity procurement AND community outreach/education.
2. Briefly describe Respondent's understanding of the aggregation regulations in Massachusetts, including precedents established or rulings by the Department of Public Utilities that shape how plans may be structured or what features may be included. This would include ability for municipalities to implement ladder or hedged contracts, adders to fund staff or programs, termination and re-activation of programs, etc.
3. Provide an example of a past outreach strategy plan along with copies of any outward-facing communications that were included.
4. Provide a list of all clients the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed the aggregation, which will be defined as having achieved:
  - 1) Approval of aggregation plan by the appropriate regulatory authority; and
  - 2) Procurement of an energy supply for the municipality (i.e. municipality has contracted with a supplier)

For each project, please indicate whether the two milestones listed above have been completed and please provide the name and location of the municipality, total population served through the aggregation, and the annual kilowatt-hour demand served.

#### 5.2.6. Qualifications for Delivering Additionality

1. Describe the Respondent's understanding of additionality as it pertains to the Massachusetts regulated utility market and the ISO-New England grid. Does Massachusetts Class I REC status generate additionality? What other attributes contribute to additionality? Can a link be made

between additionality and GHG reductions? Can additionality be claimed when purchasing RECs from facilities that already exist?

2. Describe the Respondent's experience with identifying and procuring renewable energy generally and renewable energy that meets additionality criteria.
3. Has the Respondent analyzed renewable energy purchases for additionality? If so, describe the process used and the client(s)

### 5.2.7. Technical Approach to Implementing the Scope of Services

1. Explain the respondent's ability to successfully work simultaneously with at least the four communities named in this RFP, as well as the broader list of MAPC municipalities that may enlist their services through December 31, 2016.
2. Based on the Respondent's understanding of additionality described above, what strategy(ies) does it offer for the named communities and other MAPC municipalities to achieve additionality and thereby add new renewable energy generation to the ISO-New England grid? As mentioned previously, the preference of the named municipalities is for additionality to be achieved through the purchase of excess Renewable Energy Credits (RECs). MAPC and the named municipalities do encourage innovative solutions and will also accept strategies for achieving additionality through:
  - a. Direct Investment in a Renewable Energy Project
  - b. Other strategies

Number each strategy and for each strategy offered, describe:

- a. Characteristics of qualifying projects or purchases (e.g. REC attributes)
  - b. Process for identifying and executing qualifying payments or purchases
  - c. Explanation of how it achieves additionality.
  - d. How to translate the purchases of the municipality into amount of renewable generation added to the ISO-New England grid and the GHG emissions reduced. Please note if and where there is uncertainty.
  - e. Applicability. Are there certain contracting lengths or structures that are required? Could it work with a hedging or ladder contract system? Are there any restrictions in terms of total load size or other municipal attribute that might limit the applicability to certain municipalities? Specifically identify if it would not apply to any of the named municipalities.
3. Describe in detail the work plan and mechanics of how the prospective Respondent will accomplish each task of the Scope of Services. Respondents should expand on the generalized outline of methods contained in the scope with specific details of how the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered. Respondent should use the four named communities to illustrate if and how their approach to any aspect of the scope of services might change based on load size, contract length or other criteria.

For the task “Provide Public Education”, Respondent should address how it would manage messaging and engagement differently for each key stakeholder group in a community (e.g. residents, business, public officials, etc.). Respondent should also describe how it would tailor its engagement plan based on the characteristics of a community.

### 5.2.8. Optional Services/Extras

At the option of the respondent, propose additional and/or alternate elements to improve the scope of services to improve the ability of the participating municipality to meet the goals of **Section 1.3**.

### 5.2.9. Legal Proceedings

Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.

## 6. Evaluation Criteria

### 6.1. Minimum Evaluation Criteria

In order to be considered responsive, a proposal must have the required Price Proposal and all documents required in the Technical Proposal section.

### 6.2. Comparative Evaluation Criteria

All responsive proposals will be evaluated in the following areas based on comparative evaluation criteria for Highly Advantageous (HA), Advantageous (A), or Not Advantageous (NA). Feedback gained from references may impact the rating in any applicable category:

| Qualifications for Implementing Community Choice Aggregation |  |
|--|--|
| HA   | Respondent demonstrates superior qualifications for all elements of Community Choice Aggregation projects. |
| A  | Respondent demonstrates good qualifications for some or all elements of Community Choice Aggregation       |
| NA   | Respondent demonstrates poor qualifications for some or all elements of Community Choice Aggregation.      |

| Qualifications for Delivering Additionality |  |
|---|--|
| HA  | Respondent demonstrates superior understanding of additionality and qualifications for the strategy(ies) it has proposed to deliver additionality and analyze the impact of purchases. |
| A   | Respondent demonstrates good understanding of additionality and/or qualifications for strategy(ies) it has proposed to deliver additionality and analyze the impact of purchases.      |
| NA  | Respondent demonstrates poor understanding of additionality and qualifications for strategy(ies) it has proposed to deliver additionality and analyze the impact of purchases.         |

| <b>Qualifications of Project Team</b> |  |
|---------------------------------------|--|
| HA                                    | Respondent demonstrate(s) superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.  |
| A                                     | The Respondent's resume(s) do/does not meet the criteria of HA, but does demonstrate(s) that Respondent has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements. |
| NA                                    | The Respondent's resume(s) do/does NOT demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein  |

| <b>Technical Approach: Mechanisms for Achieving Additionality</b> |   |
|---|---|
| HA  | Respondent provides highly convincing strategy for achieving additionality and provides strategy(ies) with broad applicability to MAPC municipalities.    |
| A   | Respondent provides highly convincing strategy for achieving additionality but provides strategy(ies) without board applicability to MAPC municipalities. |
| NA  | Respondent provides non-convincing strategy for achieving additionality.  |

| <b>Technical Approach: Design, Approval, and Implementation of Aggregation</b> |  |
|--|--|
| HA   | Proposal demonstrates a superior approach to the subject material and superior understanding of issues addressed by the work. It also includes superior approach to the public engagement process. |
| A  | Proposal demonstrates a good approach to the subject material and good understanding of issues addressed by the work   |
| NA   | Proposal does NOT demonstrate a good approach to the subject material and good understanding of issues addressed by the work   |



## 7. Price Proposal Form

The Vendor shall offer a management fee per kilowatt hour ("kWh") that the selection Committee will consider in making an award for the Contract. The price per kWh shall be the complete price for all services and expenses incurred by the Vendor, and shall be paid directly to the Vendor by the supplier of electric power.

|                             |    |
|-----------------------------|----|
| Management fee per kWh      | \$ |
| Applicable to strategy(ies) | #  |
|                             |    |
| Management fee per kWh      | \$ |
| Applicable to strategy(ies) | #  |
|                             |    |
| Management fee per kWh      | \$ |
| Applicable to strategy(ies) | #  |

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Phone number \_\_\_\_\_

E-Mail \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit 2: Service Provider's Technical and Price Proposal

Prepared by: **Good Energy, L.P.**

**Response to the Request for Proposals from  
Metropolitan Area Planning Council (MAPC) for  
Community Choice Aggregation Consulting Services**

On behalf of the Cities of Somerville and Newton,  
the Towns of Arlington and Sudbury,  
and all other Metropolitan Area Planning Council Member Municipalities

**Submitted to: Mr. Patrick Roche, Energy Coordinator  
Metropolitan Area Planning Council  
60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111**

**Submission Deadline: October 28, 2015 – 2:00 PM**

## **TECHNICAL PROPOSAL**

October 27, 2015

Mr. Patrick Roche  
Energy Coordinator  
Metropolitan Area Planning Council  
60 Temple Place, 6th Floor  
Boston, MA 02111

Re: CCA02: Request for Proposals (RFP) for Community Choice Aggregation Consulting Services on behalf of the Cities of Somerville and Newton, the Towns of Arlington and Sudbury and all other Metropolitan Area Planning Council Member Municipalities

Dear Mr. Roche:

The partners and staff at Good Energy are very pleased to submit this response to the above referenced Request for Proposals.

The proposal prices stated in our response will remain firm for one (1) year after the proposal opening and for any extensions until December 31, 2018.

The following documents are enclosed for review by the MAPC Selection Committee:

- One (1) original hard copy and one (1) electronic copy of the technical proposal in a sealed envelope marked in the lower left corner with the words: "MAPC CCA02 - Technical Proposal."
- One original price proposal in a sealed envelope marked in the lower left corner with the words: "MAPC CCA02 – Price Proposal."

Good Energy has developed municipal aggregation plans for the City of Melrose and the Town of Dedham that have been approved by the Department of Public Utilities that have similar renewable energy objectives as the municipalities for whom this Request for Proposals has been issued.

MAPC municipalities would be serviced primarily through Good Energy locations in Boston and Conway, MA, and fully supported by personnel and operations in Norwalk, CT and our New York, NY headquarters. We look forward to progressing in your selection process and being interviewed by the Selection Committee. Thank you for your time and consideration.

Sincerely,

Philip Carr  
Regional Director, New England



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Letter of Transmittal

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- Conflict of Interest Certification (M.G.L. c.268A)
- Certificate of Compliance with M.G.L. c. 151B

- Certificate of Non-Debarment
- Statement of Legal Proceedings
- Electric Broker License
- Certificate of Insurability - Example
- References
  - Massachusetts References
  - National References - List of all clients for the last three years
- Good Energy Team Resumes
- 2015 Energy Leadership Award
- Good Energy Public Outreach, Education and Marketing Plan
- Good Energy Information Websites
- Marketing Samples
- Good Energy Website Screenshots
- Mass Energy Resumes-Screenshots-Label
- Sustainable Energy Advantage Qualifications, References & Screen Shots

## Introduction

Good Energy, L.P. ("Good Energy") is the industry leader in structuring, implementing and managing municipal energy aggregation programs, serving more communities and residents than any other aggregation consultant in the United States. In Massachusetts, Good Energy is proud to have been awarded two highly competitive bids separately by the selection committees of both the Southeastern Regional Planning and Economic Development District (SRPEDD) and the City of Melrose administered by Metropolitan Area Planning Council (MAPC). Good Energy currently has DPU approval and is going to bid for 24 communities comprised of 215,000 households and over 550,000 residents.

Good Energy is the national expert in municipal aggregation programs. Economic value is the foundation of a Good Energy program (\$150 million saved for our 2 million residents enrolled). By economic value we mean the best rate for energy and renewables, as well as the best contract terms (no termination fees and only fixed rates for the contract term) and the most competitive bid. Also, we super-size buying power where possible by combining communities into one large competitive bid. No consultant in the country has saved more money for its enrolled clients than Good Energy. Economic value is the foundation on which you can build in optional elements such as renewable energy and energy efficiency programs.

If renewable energy is one of your program objectives, Good Energy has secured the largest REC purchase in the country ever procured by a municipal aggregation consultant, for over 200,000 households. If you want to support local renewable energy, no consultant can accomplish that objective better than Good Energy through our partnership with Mass Energy Consumers Alliance, the recognized leader in sourcing MA Class 1 RECs in the Commonwealth. Good Energy is the first consultant to date to submit Aggregations Plans to the DPU which include MA Class I RECs as part of the standard product. The City of Melrose and Town of Dedham will incorporate 5% of MA Class I RECs as part of their standard product, while offering an optional product that will be comprised of 100% MA Class I RECs. Good Energy's REC purchasing strategy and partnership with Mass Energy Consumers Alliance, resulted in MA Class I RECs procured at \$40 per REC. This amount is almost 24% below the

current market value of \$52 per MA Class I REC, and demonstrates Good Energy's expertise in obtaining local green at the BEST possible price.

Good Energy commitment to local MA Class I RECs is evidenced by the simple fact that all of our 24 currently DPU approved communities are incorporating only MA Class I RECs in their municipal aggregation programs. If your community's objectives for implementing a municipal aggregation program include reducing GHG, and supporting new renewable energy development, then only MA-Class I RECs achieve that goal. In addition, none of our 24 communities will include non-MA Class I RECs and dilute their commitment to GHG reduction and increasing the development of renewables.

Good Energy has also partnered with Sustainable Energy Advantage, the leading renewable energy market and policy research consultant in the Commonwealth.

**Good Energy, L.P., is NOT an energy supplier; is NOT owned by an energy supplier and does NOT own or have a financial interest in an energy supplier.**

Good Energy active aggregation programs nationwide now consist of more than 150 communities, with over 600,000 households in Illinois serving 2 million people, with combined savings projected to be in excess of \$150,000,000 through May 2016. In addition, we have 150,000 households across various municipalities in New Jersey under contract that are preparing to purchase for the first time. Overall, the total amount of communities signed up for our municipal energy aggregation services account for about 3 million residents, close to 1% of all US residents.

Good Energy is proud to have many of the largest municipalities in Illinois and New Jersey as part of its municipal energy aggregation client base, including Aurora, the second largest city in Illinois, and Edison and Woodbridge, the two largest municipalities initiating aggregation programs in New Jersey. We are also very proud that to date, no community has ever left one of our aggregation programs.

In New York, Good Energy has been chosen to develop and implement a pilot aggregation

program for Sustainable Westchester. New York is a recent addition to states implementing Community Choice Aggregation (CCA), also known as Community Energy Aggregation (CEA).

We entered the Massachusetts market in January 2014 after identifying that local market conditions as they relate to the price and volatility of electricity for residents and businesses, caused by natural gas supply constraints, power plant retirements and inflexible utility purchasing schedules. These conditions indicated a unique opportunity for the municipal aggregation product to provide substantial value to ratepayers given the optimal approach we have been perfecting in other markets. Upon entering the market, Good Energy sought out and hired the director of a municipal aggregation program for a competitor in Massachusetts who has in depth experience and expertise in all aspects of the DPU municipal aggregation approval process in Massachusetts. As a consequence, we are currently building large buying groups of municipalities to maximize purchasing power in the National Grid and Eversource service areas.

Good Energy has been selected as the aggregation consultant by twenty-four (24) municipalities in Massachusetts through competitive processes or after review of adopted competitive processes. These municipalities with Department of Public Utilities (DPU) Docket # 15-92 to 15-115 have received approval of their aggregation plans in an average record time of 2.5 months. A summary of municipalities is as follows:

| <b>GOOD ENERGY, L.P., MUNICIPAL AGGREGATIONS SUMMARY</b> |                     |                   |                   |                  |               |                |
|--|---------------------|-------------------|-------------------|------------------|---------------|----------------|
| <b>#</b>   | <b>Municipality</b> | <b>Population</b> | <b>Households</b> | <b>Load Zone</b> | <b>County</b> | <b>Utility</b> |
| 1  | Acushnet            | 10,303            | 3,818             | SEMA             | Bristol       | Eversource     |
| 2  | Attleboro           | 43,593            | 16,393            | SEMA             | Bristol       | National Grid  |
| 3  | Carver              | 11,509            | 4,286             | SEMA             | Plymouth      | Eversource     |
| 4  | Dartmouth           | 34,032            | 12,119            | SEMA             | Bristol       | Eversource     |
| 5  | Dedham              | 24,521            | 9,528             | SEMA             | Norfolk       | Eversource     |
| 6  | Dighton             | 7,086             | 2,386             | SEMA             | Bristol       | National Grid  |
| 7  | Douglas             | 8,471             | 3,206             | SEMA/WCMA        | Worcester     | National Grid  |
| 8  | Dracut              | 29,249            | 11,173            | NEMA/WCMA        | Middlesex     | National Grid  |
| 9  | Fairhaven           | 15,873            | 6,444             | SEMA             | Bristol       | Eversource     |
| 10   | Fall River          | 88,857            | 38,245            | SEMA             | Bristol       | National Grid  |
| 11   | Freetown            | 8,870             | 3,150             | SEMA             | Bristol       | Eversource     |
| 12   | Marion              | 4,907             | 1,873             | SEMA             | Plymouth      | Eversource     |
| 13   | Mattapoisett        | 6,073             | 2,436             | SEMA             | Plymouth      | Eversource     |
| 14   | Melrose             | 26,983            | 10,963            | NEMA             | Middlesex     | National Grid  |
| 15   | New Bedford         | 95,115            | 38,869            | SEMA             | Bristol       | Eversource     |
| 16   | Northbridge         | 15,707            | 5,538             | SEMA/WCMA        | Worcester     | National Grid  |
| 17   | Norton              | 19,031            | 6,297             | SEMA             | Bristol       | National Grid  |
| 18   | Plainville          | 8,264             | 3,232             | SEMA             | Norfolk       | National Grid  |
| 19   | Rehoboth            | 11,608            | 4,093             | SEMA             | Bristol       | National Grid  |
| 20   | Seekonk             | 13,722            | 4,752             | SEMA             | Bristol       | National Grid  |
| 21   | Somerset            | 18,165            | 6,983             | SEMA             | Bristol       | National Grid  |
| 22   | Swansea             | 15,865            | 6,173             | SEMA             | Bristol       | National Grid  |
| 23   | Westford            | 21,951            | 7,308             | WCMA             | Middlesex     | National Grid  |
| 24   | Westport            | 15,532            | 5,867             | SEMA             | Bristol       | Ngrid/Ever     |
| <b>TOTALS</b>  |                     | <b>555,287</b>    | <b>215,132</b>    |                  |               |                |

Good Energy, established in 2000, is a national energy management and consulting company operating in all deregulated energy markets. As a national consultant of retail energy supply contracts, including electricity, natural gas, demand response, and renewable energy certificates (“RECs”) we manage billions of dollars of energy spending for both public and private sector clients. We are a supplier neutral, privately owned consultant, maintaining relationships with over 40 national suppliers; we know their capabilities and understand that operational excellence is as important as price. Suppliers understand that Good Energy gets

the job done and gets it done right. We have 45 permanent employees and offices in New York City (headquarters); Boston and Conway, MA; Norwalk, CT; Carrollton, TX, Peoria, IL and Edwardsville, IL. Good Energy has the breadth and experience to manage large energy aggregation programs. No less than 25 of our staff are engaged in the daily aspects of operating municipal energy aggregation programs.

Good Energy brings the best ideas, methodologies and practices from across the country and combines this with substantive local experience and expertise. Our Massachusetts team includes Sustainable Energy Advantage, a leading renewable energy market and policy research consultant. In addition, Good Energy has partnered with Mass Energy Consumers Alliance, the gold standard for providing local MA Class I RECs with clear audit trails for verifiable additionality.

Our employees are specialists in working with the public sector and local government. We have attended hundreds of Town/City Council and Select Board meetings and their equivalents in different states, have former and current municipal leaders on staff and understand the pressures and concerns of leaders running programs in the public eye. We are extremely proficient at building inter-governmental consensus, which is important when one wants to leverage bulk purchasing among multiple municipalities.

Good Energy has the most sophisticated public education and media team of any aggregation consultant. We are experts in community outreach and education campaigns, perfected over time through hard earned experience in other states. For example, in Illinois, where a referendum is required for the passage of municipal aggregation, we had to run all-encompassing outreach campaigns through all media platforms while also making personal presentations to every type of grassroots organizations from religious groups to senior citizens. We are proud to say we were involved with over 150 successful referenda. Good Energy has a dedicated in-house marketing department fully integrated with all functions of our municipal aggregation team. We spare no expense to ensure that every potential customer can make an informed decision on how the aggregation program works.

Also of significance, as it relates to the Community Aggregation Program, is Good Energy's expertise in incorporating renewable energy into its procurement strategies. As a Green-e certified REC marketer, Good Energy has helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their electricity usage by including fuel-free Green-e certified RECs into their municipal aggregation programs.

We are proud of what we have accomplished with municipal aggregation and are looking to build our business for the long-term. We know that if our communities are satisfied with our services our company will continue to grow. The track record of Good Energy in ongoing program management speaks for itself. In September 2013, Good Energy renewed 110 communities in Illinois, representing over one million people, in the single largest purchase ever by a consultant of electricity for residents through an aggregation program. **To date, no municipality has ever left one of our municipal aggregation programs**

On August 12, 2014, Ross Perry, Director of Municipal Management, of the Southeastern Regional Planning and Economic Development District (SRPEDD) issued a Request for Proposals (RFP) for an aggregation consultant for 15 municipalities with over 140,000 households in the SRPEDD service area who are interested in aggregating the electricity loads of their residents and small businesses. There were six responders to the RFP the top three of which were interviewed by the SRPEDD Aggregation Committee that was composed of representatives from the municipalities of Fall River, New Bedford, Rochester, Norton, Rehoboth, Swansea, Seekonk, and Acushnet. Good Energy was very pleased that on September 26, 2014, after interviewing their top three candidates, the eight (8) members of the SRPEDD Aggregation Committee voted unanimously to select the Massachusetts Good Energy Team as their aggregation consultant over the 5 other competitors.

On October 2014, Good Energy partnered with Mass Energy Consumers Alliance, the recognized leader in the Commonwealth when it comes to the sourcing and distribution of Massachusetts Class I RECs for its municipal aggregations. This organization provides clear audit trails as it relates to additionality and has unique access to Massachusetts renewable



energy projects. This enables customers to have a meaningful impact on the reduction of emissions through local sources with an affordable price.

On November 3, 2014, the Massachusetts Good Energy Team was selected by City of Melrose Selection Committee in a competitive process administered by the Metropolitan Area Planning Council (MAPC) to be their aggregation consultant over four (4) other competitors. The criteria for the City of Melrose for renewable energy and greenhouse gas emissions reductions was very strict. It is expected that other municipalities in the MAPC service area will want to participate in this type aggregation program.

From May 2015 we have been guiding our 24 Massachusetts municipal aggregation plans through the DOER consultation process and the DPU approval process and have received DPU approval of these aggregation plans. We are developing an RFP for a competitive bid for a Competitive Supplier to lower the Winter rates of the residents and businesses of these municipalities. To assist in the development and implementation of these municipal aggregation programs, Good Energy has offices in Boston and Conway, MA. We would be honored to work with the municipalities in the MAPC service area.

*Good Energy is very pleased to be included in the RFP process for the MAPC. After thorough review of the RFP document and in hopes of facilitating the grading process for the MAPC Selection Committee, Good Energy has attempted to reduce redundancies by directing the readers to various sections of our response and/or appendices where a reply or requested information has already been provided.*

## Goals of Community Choice Aggregation

Good Energy, L.P. is the national leader in municipal aggregation:

- Over 150 successful and active municipal aggregations;
- Serving over 2,000,000 residents;
- Over 390,000 households with 100% renewable energy;
- Savings of municipal aggregations through May 2016 of over \$150,000,000.

Good Energy, L.P. is the leader in municipal aggregation in Massachusetts:

- Twenty-four (24) municipalities with over 215,000 households and over 550,000 residents have received approval from the DPU;
- DPU has approved these municipal aggregation plans in an unprecedented average time of 2.5 months from submission to approval and represents the largest municipal aggregation by household count in Massachusetts, including the Cape Light Compact.

Good Energy has set industry best practices for municipal aggregation in:

- Public outreach and education;
- Coordination of multimedia communications in multiple languages;
- Energy procurement for large aggregations;
- Renewable energy procurement.

Good Energy has a staff of over 45 professional and administrative personnel and performs all important aggregation functions in-house:

- Public outreach and education;
- Aggregation plan development and implementation;
- Energy market monitoring and analysis;
- Maintaining excellent long term relationships with national energy suppliers;
- Structuring competitive bids for energy procurement;
- Monitoring and management of aggregation plans.

Good Energy has combined its national experience and industry best practices with the local experience and expertise of Massachusetts personnel to form the Massachusetts Good Energy Team to develop municipal aggregations that provide customers:

- Increased competitive choice of Competitive Suppliers;
- Price stability for the term of the contract and protection from the volatility of local utility pricing;
- The goal of savings through lower electricity rates;
- More renewable or “green” energy options with MA Class 1 RECs for increased additionality;
- Opt-out at any time with no penalty or termination fee;
- Continuation of single billing from the Local Distributor;
- Continuation of electricity distribution and service from the Local Distributor;
- Protection from unscrupulous direct marketers of electricity.

Good Energy is very excited to have partnered with Mass Energy Consumers Alliance, the recognized leader in the Commonwealth for sourcing and distribution of Massachusetts Class I RECs for its municipal aggregations. This organization provides clear audit trails as it relates to additionality and has unique access to Massachusetts renewable energy projects.

This will enable customers to have a wide-ranging choice of renewable energy options and to have a very meaningful and measurable impact on the reduction of greenhouse gas emissions through locally generated renewable energy sources at very affordable price-points.

### 3. Scope of Services

#### 3.1. Conduct Legislative Research

*In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry which authorized CCA. Retail access to the electricity market commenced March 1, 1998. The Respondent shall:*

- 1. Analyze the existing legislation and its impact to CCA/supply/energy efforts of the participating municipality;*
- 2. Review any subsequent amendments to the legislation and conduct a review of any statutory changes pending within the General Court and any regulatory changes pending at the Commonwealth of Massachusetts Department of Public Utilities ("DPU"); and*
- 3. Monitor relevant Federal legislation and regulations for potential impacts to the aggregation plan and supply/energy plan*

#### GOOD ENERGY RESPONSE

The Massachusetts municipal aggregation team continually monitors legislative initiatives and Department of Energy Resources (DOER) and Department of Public Utilities (DPU) opinions and rulings that may affect the energy landscape for municipalities. The Massachusetts municipal aggregation team includes John P. O'Rourke. He wrote the 24 municipal aggregation plans submitted for Good Energy. These aggregation plans progressed through DPU from submission to approval in an average unprecedented time of 2.5 months. The combination of in-depth national experience and Massachusetts expertise in the area of municipal aggregation is invaluable to the successful development and operation of municipal aggregations.

In addition, Good Energy's Massachusetts legal counsel, Scott Mueller, has over 25 years of experience in energy and utility law. He has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters. He has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York. His clients have included National Grid, Unitil, New York State Gas & Electric, Central Maine Power and GDF

SUEZ, as well as retail suppliers of electricity and natural gas. He is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets, and he has been recognized as a leading energy attorney for the electric and gas utilities. His detailed resume is contained in the addendum.

The Massachusetts Good Energy team is thoroughly familiar with all appropriate laws and regulations effecting the municipal aggregation process. Within the past year members of the Massachusetts Good Energy team have communicated and met numerous times with DOER, DPU, National Grid and Eversource, in order to share our experiences of working with regulatory bodies and Local Distribution Companies in different states. We also sought to identify how best to streamline the municipal aggregation process and to investigate the likely resolution of potential program options for future aggregations programs.

Good Energy brings best practices regulatory experience from other states to the Massachusetts market. The Illinois municipal aggregation law (20 ILCS 3855/1-92) is very closely modeled on the Massachusetts municipal aggregation law making our experience in Illinois very relevant to developing, implementing and managing municipal aggregation plans in Massachusetts. In Illinois we have overseen the successful passage of over 150 “Plans of Operation and Governance,” the broad legislative equivalent of Massachusetts aggregation plans. We worked closely with the Illinois Commerce Commission and in recognition of our market leading role were invited as a key note speaker at the prestigious annual Institute for Regulatory Policy Studies Conference in Springfield, IL.

In New Jersey, we have already successfully guided the community of Somerdale through the Board of Public Utilities approvals process and have many more communities, including the two largest communities in the state, to contract with us for aggregation.

This national perspective is incredibly valuable at all levels when it comes to municipal aggregation in Massachusetts, particularly in the legislative realm. Indeed, when we initially met with leadership of the DPU on March 17, 2014, our national experience was of significant

interest. We have since had numerous communications and meetings with the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) to gain current knowledge and a very good understanding of the DOER consultation process and the DPU approval process relating to municipal aggregation plans.

### **3.2. Assist with Authorization of Aggregation**

***In communities that have not yet authorized aggregation, Respondent shall support the municipality in its authorization process, such as providing information, data, or appearing to speak at relevant meetings.***

## **GOOD ENERGY RESPONSE**

Since January, 2014, members of the Massachusetts Good Energy Team have responded to all requests for information with comprehensive information packages, provided much specific market data concerning aggregation and made many appearances and presentations at meetings of municipal officials from various boards and committees to provide very accurate and complete information on municipal aggregation. One of the key benefits of working with Good Energy is our large team assures that a member of the Good Energy team was always available to attend meetings.

Pre-authorization outreach and education is critical for municipal officials to assist them in making an objective and independent decision to pursue municipal aggregation for their residents and businesses.

### **3.3. Develop Aggregation Plan**

***Respondent shall develop an aggregation plan that, in addition to meeting all statutory and regulatory requirements, includes the goals of the municipality. Further, the aggregation plan shall allow the municipality to achieve additionality in its default rate; this will add new renewable energy generation to the ISO-New England grid and thereby reduce GHG emissions. At the municipality's discretion, the plan may also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan's default rate.***

***The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:***

- ***Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added to the ISO-New England grid, and any other relevant metrics. Respondent should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.***
- ***Established procedures to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries; and governmental shifts and proposed changes in policy;***
- ***Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;***
- ***A plan for ongoing customer support including, but not limited to:***
  - ***Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;***
  - ***Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;***
  - ***Commitment to attend meetings with municipal officials, as required;***
  - ***Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and***
  - ***Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.***

## **GOOD ENERGY RESPONSE**

*Respondent shall develop an aggregation plan that, in addition to meeting all statutory and regulatory requirements, includes the goals of the municipality. Further, the aggregation plan shall allow the municipality to achieve additionality in its default rate; this will add new renewable energy generation to the ISO-New England grid and thereby reduce GHG emissions. At the municipality's discretion, the plan may also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan's default rate.*

Good Energy has developed a plan for the City of Melrose and Town of Dedham that has achieved additionality in its default rate to add new renewable energy generation to the ISO New England grid and reduce greenhouse gas (GHG) emissions. These were the first plans in the Commonwealth to specify that their default product would include 5% additional MA Class I RECs in their aggregation plans. In addition to the default product, both these plans include an opt-in product that will include 100% MA Class I RECs. Instead of simply asking suppliers to include the MA Class I RECs in their bid price, Good Energy took the tougher path by identifying the most cost effective method to purchase MA Class I RECs. Once identified, Good Energy worked with both REC provider and supplier to provide a seamless product to the end customer. The result is a REC price of \$40 per REC, which is well below the market price of \$52 per MA Class I REC. This is another example of our expertise in creating Community Aggregations Programs with economic value as the foundation.

***The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:***

- ***Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added to the ISO-New England grid, and any other relevant metrics. Respondent should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.***

The strategy of achieving additionality in the default rate was pioneered by Good Energy and the City of Melrose. The RFP for a consultant for the City of Melrose that was administered by MAPC had specific requirements for achieving additionality. By including only MA Class I RECs in both the default and opt-in product the City of Melrose assured its participating residents and businesses that any premium paid above the RPS would be meaningful and not simply designed to make 'greener' claims while providing de minimus environmental benefits. It was for this reason that we chose to not include any non-class I RECs, as they



cannot claim the same GHG reduction benefit. If it's an existing resource, the GHG has already been avoided and would be avoided without the aggregation's REC purchase.

Our strategy involves sourcing the energy supply and RECs separately to secure the best price for both components. Instead of simply having bidding suppliers to include the REC price in their bid we are able to mix and match the best energy price with the best REC price, thus achieving an overall best price.

To calculate the environmental impact of the municipality's purchases or payments it is widely accepted that one megawatt hour of Class 1 renewables avoids emissions at the margin by crowding out fossil fuels. ISO-NE tracks the avoided emission rate [here](http://www.iso-ne.com/system-planning/system-plans-studies/emissions): <http://www.iso-ne.com/system-planning/system-plans-studies/emissions>. The value of avoided emissions changes year by year, but the concept is the same; 1 REC = 1 MWh of avoided fossil fuels.

Good Energy's methodology is grounded in a clear understanding of the particular community's goals and objectives. This is achieved by a highly consultative approach during which time several options are discussed along with associated cost and other relevant variables. An example of this can be seen in our current buying group in MA. While leveraging the collective buying power for the energy the individual communities are still able to have separate renewable goals. This provides a 'best of both worlds' scenario in which all cities/towns benefit from purchasing together while not losing their autonomy as it relates to renewable objectives.

Our partnership with Sustainable Energy Advantage, the leading renewable energy market and policy research consultant in the Commonwealth, will help identify all impacts of both short and long term renewable goals and how to leverage a community aggregation program to most effectively achieve these goals.

- ***Established procedures to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries; and governmental shifts and proposed changes in policy;***

Again, the experience of Good Energy on a national level, has led to the development of industry best practices in the areas of customer response and service, resolution of issues with energy suppliers and local distribution companies, relations with media outlets and governmental shifts and proposed changes in policy.

The Massachusetts Good Energy Team is fully engaged with our 24 Massachusetts municipalities in all of these areas to facilitate a smooth transition from electricity supply from the local distribution company to the competitive supplier.

- ***Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;***

One of the core strengths of Good Energy is public outreach and education. It is a critical to the successful development and implementation of a municipal aggregation plan. Our in-house marketing team is instrumental in developing a targeted message for each community. Our current marketing efforts for our 24 communities require translation of documents into six languages, video subtitles in three languages, and both print and websites in multiple languages. A current marketing plan for one of our communities is attached in appendix. The Massachusetts Good Energy Team is currently engaged in a public outreach and education campaign with our 24 municipalities that includes presentations at community functions, meetings with municipal officials, press releases, media appearances, informational websites, printed handouts in multiple languages and other requested communications.

- ***A plan for ongoing customer support including, but not limited to:***
  - ***Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;***

Good Energy has developed two websites (srpedd-muniagg.com and masscea.com) with extensive information. The initial SRPEDD-MUNIAGG.COM website has been up for over a year and provides information about the various participating communities as well as contact information. Even though we knew it would be a year before going to bid we felt strongly about providing a resource for residents to learn about the program. All the participating communities linked to the site from their municipal website. In addition, we allowed residents to subscribe and be kept updated of the programs progress. To date we have received over 1,000 sign ups from resident and small business owners. Now that we are getting close to bid day and have started ramping up our marketing efforts we are launching the primary website, MASSCEA.COM, on November 1st. This website address is easier to communicate over radio and print and will function as the main hub for all program details including FAQ's, contact details, opt-in/opt-out elections along with other relevant information about the program. All members of the Massachusetts Good Energy Team have given out their cell phone numbers to all municipal officials of the 24 municipalities and are always available to answer questions well beyond normal business hours by phone and email.

- ***Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;***

Good Energy monitors and manages all aspects of the aggregation program. We receive monthly data from the aggregation serving supplier and will update municipal officials regarding participation, any elections for optional products, total load size, as well as corresponding environmental impacts. We are always the first option for resolving any supplier contract issues. Good Energy has handled aggregation contracts and multiple rounds of renewals for over 150 communities and is well experienced at resolving issues as they arise.

- ***Commitment to attend meetings with municipal officials, as required;***

The Massachusetts Good Energy Team has attended many City Council, Town Meetings, Select Board meetings, and other committee and public meetings as requested by municipal officials and will continue to do so during the implementation and management of the aggregation plans. Our ‘deep bench’ allows us to make sure we always have people available for attending meetings.

- ***Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and***

The Massachusetts Good Energy Team will provide all written reports required by the Department of Energy Resources and other agencies of the Commonwealth and any reports requested by municipal officials relative to the monitoring and management of the aggregation plans. As mentioned above, we will be receiving monthly data from the eventual supplier. We will create custom reports and provide to municipal officials as requested.

- ***Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.***

Good Energy, on a daily basis, will monitor and analyze regulatory issues and advises municipal officials on any proposed legal and regulatory changes that may affect the municipal aggregation program or the municipality.

The Massachusetts Good Energy Team has extensive experience in the legal and regulatory activities in the Commonwealth relative to municipal aggregation and surrounding utility issues. We stay in contact on a routine basis with the Department of Energy Resources and the Department of Public Utilities to ensure an up-to-the-minute level of knowledge in all areas that would affect municipal aggregation and municipalities relative to energy issues.

### **3.4. Secure Approval of Aggregation Plan**

***Prepare and submit, with municipal approval, the aggregation plan and all required filings with the DOER, the DPU, and any other appropriate state agency. Represent the community in all communications with these state authorities. Ultimately secure approvals from the Massachusetts Department of Energy Resources (DOER) and Department of Public Utilities (DPU).***

#### **GOOD ENERGY RESPONSE**

Good Energy has received DPU approval for aggregation plans for 24 cities and towns, representing the largest buying group in the Commonwealth. These plans have progressed through the DPU approval process in 2.5 months, faster than any other group of aggregation plans to-date.

The Massachusetts Good Energy Team includes John P. O'Rourke. He is thoroughly familiar with the municipal aggregation law (Chapter 164, Section 134(a)), DPU's Rules Governing the Restructuring the Electric Industry (220 CMR 11.00), National Grid's Terms and Conditions for Municipal Aggregators (MDPU No. 1202), Eversource's Terms and Conditions for Competitive Suppliers (MDPU No. 101C) and DPU Orders effecting the process and approval of municipal aggregations. He has expert knowledge of the DOER and DPU process and procedures for approval of municipal aggregation plans through his meetings with both departments and active participation in their public hearings and procedural and technical conferences. The combination of in-depth national experience and Massachusetts expertise in the area of municipal aggregation is invaluable to the successful development and operation of municipal aggregations.

The Massachusetts Good Energy Team includes legal counsel, Scott Mueller, who has over 25 years of experience in energy and utility law. He has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters. He has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York. His clients have

included National Grid, Unitil, New York State Gas & Electric, Central Maine Power and GDF SUEZ, as well as retail suppliers of electricity and natural gas. He is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets, and he has been recognized as a leading energy attorney for the electric and gas utilities. His detailed resume is contained in the addendum.

The Massachusetts Good Energy team is thoroughly familiar with all appropriate laws and regulations effecting the municipal aggregation process. Within the last few months the Good Energy team has met with DOER, DPU, National Grid and Eversource, in order to share our experiences of working with regulatory bodies and Local Distribution Companies in different states, and increase communications with key personnel at these organizations to expedite all interactions with them. We also sought to identify how best to streamline the municipal aggregation process and to investigate the likely resolution of potential program options which have yet to be determined.

### ***3.5. Provide Broker Services for Electricity & Renewable Energy Procurement***

#### ***3.5.1. Develop a supplier RFP***

***Develop a Request for Proposals (RFP) for electricity supply for municipal review and approval. The RFP should include, at a minimum, the following key components:***

- ***A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)***
- ***Services and features desired,***
- ***Qualification criteria to have a bid considered***
- ***Criteria used to select the supplier***
- ***Essential provisions of the standard contract with the selected supplier***
- ***The term of service***

***The Respondent shall ensure when accepting bids from suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating his/her bid is made freely without consultation with any other bidder and a signed State Taxes Certification form demonstrating compliance with the Commonwealth of Massachusetts tax laws.***

***The Respondent shall assist the participating municipality with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.***

***The Respondent shall obtain and verify references for similar supply contracts, if available.***

## **GOOD ENERGY RESPONSE**

Good Energy has been very successful in organizing and marketing the largest municipal buying groups in the United States. In September 2013, we executed the largest ever residential electricity procurement by a consultant for 109 communities, representing 1.2 million people. Every community in the bid signed as part of what was an informal aggregation.

This expertise in informal local government aggregations is a vital asset to the municipality as it seeks to fulfill the services and features desired by the municipality and maximize value for the municipality. We understand the needs, responsibilities, concerns and pressures of local municipal leaders. We work hard to ensure that all leaders are on board with the procurement plan. Additionally, Good Energy sets up an executive bid committee to assist with the decision making process as bid day approaches. After the power is flowing to residents and businesses and we have spent much time working together with municipal leaders, in many cases these same municipal leaders become our strongest advocates.

Good Energy is passionate about our client relationships and about building our business for the long term. We enjoy what we do and we are easy to work with. With over 40 employees, half of whom are directly engaged in our municipal aggregation activities, there is no more dedicated and experienced municipal aggregation team in the country.

Good Energy has vast experience in writing requests for bid (“RFB”) for large public sector clients. RFBs authored by Good Energy are tailored to suit the particular client’s needs and business objectives. Good Energy will work closely with the municipality to develop sound financial and technical qualifications that suppliers must meet, such as proof of appropriate licenses, transport agreements, and proof of the ability to meet minimum load requirements for competitive supply. Good Energy will require that all suppliers meet financial, professional, and customer service standards. In addition, Good Energy will require all Competitive Suppliers to demonstrate expertise in servicing large aggregation format programs. Most importantly, however, universal access to the program and the ability to enter and exit the program easily are hallmarks of a Good Energy-managed aggregation. One of the primary concerns of the Good Energy team throughout the process is to ensure that the impact on municipal staff time is kept to a minimum.

***A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)***

Load aggregation specifics will be determined by the utility data requested from the Local Distributor. The size and load characteristics of the aggregation will be conditioned by the weighted average and bulk of all load profiles included in the pool. The potential size will be predicated on the accounts in the municipality and Good Energy’s efforts to recruit more participants from within the utility load zones for final bidding.

Good Energy is very experienced in the process of collecting, assembling and analyzing service address account data. Good Energy has completed these tasks for hundreds of aggregations, including renewals that the company has successfully designed and implemented. Good Energy, has developed and perfected a process we have coined “perpetual opt-out.” On a monthly basis, Good Energy queries the utility for its current service account list and compares this against a list of current accounts participating in the aggregation. Through this process, Good Energy is able to discover new accounts (i.e., residents that have moved into the municipality or have recently come off another Competitive Supplier), and if eligible, send them opt-out letters in an effort to enroll them in the aggregation. This affords account



holders the opportunity to enjoy the same cost-saving benefits for the duration of the existing municipal aggregation supply contract.

Our municipal aggregation administrative staff thoroughly reviews bills within the aggregation on a routine basis to check for accuracy. Timely electric invoice/bill reviews serve as a form of checks and balances between the Local Distribution Company and Competitive Supplier. Obviously it is a physical impossibility for Good Energy to review each and every customer bill, however, whenever possible, the staff works with participating municipalities to verify significant move-in/move-out statistics and any noticeable anomalies so that all qualifying accounts are able to take advantage of the program. As is often the case, these types of procedures are often borne of the very things that they continue to perpetuate - the development of new efficiencies and innovation in opt-out programs. Good Energy maintains a call center hosted by Good Energy representatives available to address customer questions and concerns, including bill reviews.

Good Energy continually audits contracted vendors before, during, and after the contractual periods. This includes, but is not limited to, initial enrollments, account additions/deletions, and periodic savings analyzes. Vendors often visit with Good Energy on-site to report on a wide range of issues that may impact the program. With firsthand knowledge of the electric and natural gas markets in Massachusetts, Good Energy will be able to provide informational and regulatory updates upon request.

### ***Services and features desired***

The current fuel generation climate in Massachusetts presents an unprecedented economic and pragmatic opportunity for the municipality to realize a transition to some measure of emissions reduction while also achieving budget stability and, within reason, at least maintaining parity with the benchmark utility tariff if not in fact beating it.

The hard reality is that the natural gas capacity crisis in Massachusetts combined with increasingly common extreme weather events such as the Polar Vortex increases the usage of some of the most polluting forms of generation fuel, such as oil, during peak demand.

There could be simply no better time to accomplish the goals of the RFP for the municipality than the present. With extreme volatility now built into low visibility, generation-fuel challenged, extreme weather vulnerable, short cycle Massachusetts rate resets, evidenced most dramatically in the exponential jaw-dropping winter rate increases behind both National Grid and Eversource over the last 24 months, Good Energy, incorporating best practices from its industry defining experiences in other states is best placed to meet the goals outlined in the RFP, offering local, additionality tested renewable energy in a municipal aggregation bid, while concurrently maintaining and or reducing rates over the projected term when compared to reasonable projected rates.

Good Energy's experience for this task is in a league of its own. We executed the largest ever one-time renewable energy procurement for residential and small commercial accounts by a consultant, brokering Renewable Energy Certificates (REC) for approximately 200,000 households in Illinois on a single day, achieving not just a market moving procurement of renewable energy but also the lowest overall pricing for bundled supply in the service territory, with substantial savings when compared to the utility.

In the report "Leading from the Middle: How Illinois Communities Unleashed Renewable Energy", co-authored by the Environmental Law and Policy Center, Illinois Sierra Club and World Wildlife Fund among others, over half of the 91 communities mentioned are Good Energy clients. "USA Today" picked up on this achievement and wrote an article on the subject.

Overall, as a Green-e certified REC marketer, Good Energy has helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their electricity usage by including fuel-free Green-e certified RECs into their municipal aggregation programs. We all feel pretty good about that. We are passionate about and proud of our renewable energy credentials as a pioneer in the application of renewable energy through municipal aggregation programs.

Good Energy has been researching and developing comprehensive renewable energy options sourced from Massachusetts and will provide a range of national and local offerings to the municipality in accordance with the criteria determined by the municipality. Overall impact on supply pricing as it relates to comparison with projected rates will necessarily be determined by the strategic timing of, and intensity of competitive forces brought into play for, the electricity procurement bid itself and the percentage of Massachusetts Class I RECs included therewith. No consultant in the country is better placed to accomplish the vision of the municipality than Good Energy.

***Qualification criteria to have a bid considered***

Operational excellence is as important as price when it comes to qualification criteria for suppliers. Good Energy's current municipal aggregation bid specifications for Massachusetts are a direct result of our experience in what we believe have become *de facto* national best practices.

Pricing and bidding methodologies will be explained to the municipality in order to identify which procurement strategy will be the best fit for the objectives of the municipality as it relates to the residents and businesses of the municipality. As consultants, our responsibilities are clear; providing the best price, terms and renewable energy mix for our clients. At all times, however, we are active advisers presenting a full range of options and choices, and while we will recommend a bid that is in the best interests of the municipality, the municipality must ultimately decide whether or not to move forward. It is most important to understand that there is no obligation to sign on the day of the bid if municipal officials are not comfortable with the recommended approach.

The energy industry's leading Competitive Suppliers will be vetted and only the most qualified will be asked to participate. Each supplier will be required to furnish a number of qualifying certifications and documents, including a Certificate of Non-Collusion and a State Tax Certification, in addition to written responses to questions illustrating how each would best handle various customer issues, while outlining the capabilities each supplier could and would implement in order to ensure a successful program. No less than 15 specific areas for each

submission will be graded by Good Energy analysts.

A successful municipal aggregation program depends on a combination of low price and “hands-on” operational excellence and commitment from the winning Competitive Supplier. A thorough supplier vetting process ensures that the winning Competitive Supplier is able to meet the obligations necessary to guarantee long-term success for the residents and businesses of the municipality

Good Energy is licensed by the Massachusetts Department of Public Utilities as an electric broker (EB-236).

***Criteria used to select the supplier***

Good Energy sees itself as an agent of competition, driving down supplier prices for the benefit of our clients, sitting firmly on our clients’ side of the table. The defining criteria for a winning Competitive Supplier is the best price from the most responsible provider. Responsible may also mean appropriately resourced, in other words, for the participating municipalities in the Community Aggregation Program, it is vital that the winning Competitive Supplier have the back office resources necessary to manage a substantial program. Suppliers that are well-suited to meeting these criteria may be eager to win the business, but it is also critical that they know the bid process will be run efficiently and fairly by an experienced consultant so that they have the confidence in committing the necessary resources to responding in the most comprehensive manner.

***Essential provisions of the standard contract with the selected supplier***

Once each supplier is approved, Good Energy will work with the municipality and attorneys to review and approve the terms and conditions for each supplier’s Electricity Supply Agreement (ESA). Historically, contract language, supplier terms and conditions, and requested supplier concessions were achieved to the mutual satisfaction of all parties prior to the actual day of bid so that a supplier could be selected within a small window of time, thereby reducing unnecessary risk for participating suppliers and having the added benefit of further reducing their bid prices.

To be decided through consultation with Good Energy and the DPU, key areas of the essential provisions will include the following:

- Universal access
- Program flexibility, no price cap restrictions as it relates to enrollment numbers
- Ease of movement – move-ins/move-outs
- Single billing
- Fixed price guarantees
- No early termination fees

### ***The term of service***

At present, electricity users in Massachusetts receiving power from the local utilities have low price visibility with rates being reset every six months. This, combined with a well-publicized natural gas pipeline capacity shortage and increasingly common extreme weather events means that there is also heightened exposure to price volatility. In other words, prices are likely to change rapidly on short notice and carry a high probability of some very high associated rate resets. Additionally, the macro trend over time is for electricity rates to go up, not least with the federal approvals of natural gas terminals for export overseas, which will over time dramatically cut into the availability of domestic supply. In other words, term length is a very important; the longer the term the more one can take advantage of one of the core benefits of the municipal aggregation product, price stability over time in volatile energy markets. However, the municipality will be able to select the contract term which best suits the needs of its residents and small businesses.

Overall, from perpetual opt-out, to press releases reminding participants of the established municipal aggregation program, to competitive supplier auditing, etc., Good Energy provides its full support throughout the course of the program. Good Energy fundamentally holds that a properly run municipal aggregation program is not represented by a single procurement event, and/or a series of procurements, but an ongoing strategic process which will evolve throughout the life of the program. Viewing the program in this way and keeping one step

ahead, whenever possible, demonstrates Good Energy's philosophy and its commitment to excellence for ongoing municipal aggregation management.

***The Respondent shall ensure when accepting bids from suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating his/her bid is made freely without consultation with any other bidder and a signed State Taxes Certification form demonstrating compliance with the Commonwealth of Massachusetts tax laws.***

Good Energy will ensure that responses to bids from energy suppliers include an executed Certificate of Non-Collusion and an executed State Taxes Certification.

***The Respondent shall assist the participating municipality with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.***

A primary and important service of Good Energy in implementing municipal aggregation plans is to:

- review and analyze all responsive and responsible bids from suppliers;
- recommend the bid that is in the best interests of the participating municipality that meets the goals of its Aggregation Program;
- evaluate bids from suppliers based on:
  - price,
  - proposed contract terms and conditions
  - reputation of supplier
  - quality of service,
  - extent to which service meets the needs of the participating municipality
  - past relationship of the supplier with the participating municipality, and
  - previous work experience with governmental agencies

***The Respondent shall obtain and verify references for similar supply contracts, if available.***

Good Energy only deals with the top rated, national suppliers who are recognized leaders in the supply of energy.

**3.5.2. Manage supplier procurement and negotiate the supply contract:**

***The Respondent shall act as the broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers.***

***No contract negotiated by the Respondent shall allow the pass-through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of the participating municipality. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from distribution utility, its successors and assigns. Nothing herein shall preclude the participating municipality from having outside legal counsel review the terms and conditions of any negotiated contract.***

**GOOD ENERGY RESPONSE**

The experience of Good Energy as a broker is second to none. Good Energy has been brokering electricity for businesses since 2000, at the beginning of electric deregulation era. Over the last 15 years, we have built up our portfolio to the extent that we now manage billions of dollars of energy expenditure for commercial and industrial, retail, public sector and municipal aggregation accounts. Here are some case study examples of our brokering experience:

*Chambers of Commerce:* With Massachusetts municipal aggregation law applying to businesses as well as residential accounts, an understanding of brokering for all rate classes is vital; here again we have market leading experience. As brokers for the Cincinnati USA Regional Chamber of Commerce in Ohio, the largest chamber of commerce in deregulated markets with an active energy program, Good Energy helped over one thousand businesses

of all sizes save up to an astounding 47% on their electric bills after identifying a massive cost savings opportunity in the Duke Ohio utility footprint.

*Public Sector Buildings Buying Group:* As brokers for the Middlesex Regional Educational Services Commission (MRESC) in New Jersey, the second largest public energy purchasing coop in the state, we broker power for 92 public sector entities in 19 counties, including an aggregation of hundreds of public schools and municipal buildings. A good broker identifies an opportunity in the market, moving quickly when it counts, but also holding back if the opportunity does not present itself. For the MRESC, we have consistently secured the lowest rates for their participating members when compared to other buying groups in the state.

*Municipal Aggregation Buying Group:* As previously outlined, with our municipal aggregation programs in Illinois, Good Energy established itself as the largest and most successful municipal aggregation consultant in the country, having successfully executed over 250 Municipal Aggregation bids for 600,000 residential accounts, comprising 2 million people, totaling 8 billion kWh with combined savings projected to be in excess of \$150,000,000 through May 2016.

Good Energy will only seek bids for a fixed price product; the price will be fixed for the duration of the term and will not be subject to change.

The aggregation fee quoted by Good Energy in the pricing proposal is paid by the winning Competitive Supplier, is all inclusive and is the only fee received by Good Energy. From that fee, Good Energy provides all services required to develop the aggregation plan; initiates and manages a comprehensive community-wide public outreach and education campaign; guides the aggregation plan through the DOER and DPU approval process; and monitors and manages the aggregation through the term of the aggregation consulting contract. Any costs incurred by the municipality while setting up the program, if reimbursable by the consultant, will be reimbursed by Good Energy at no increase to our fee.

The residents and businesses participating in the aggregation will receive one bill from the Local Distributor that will look just like their current bill, except that the name of the



Competitive Supplier will appear on one line of the supply section of the bill.

**Good Energy has a 100% renewal rate for its municipal aggregation clients. We analyze the market throughout the contracted term, looking for an opportunity to help our clients achieve their goals.**

***3.5.3. Manage procurements for replacement supply contracts as needed***

***The Respondent shall act as broker during the procurement process and provide all necessary technical and legal services during the negotiations with prospective suppliers.***

**GOOD ENERGY RESPONSE**

Good Energy is involved daily in negotiating contracts for energy procurement on a national basis. Our team is thoroughly familiar with all aspects of brokering and procuring energy and will provide expert level technical and legal services in this area. Please refer to the Good Energy Team Roles, Bios and Resumes for further information on our knowledge, experience and expertise in this area.

***3.5.4. Manage other procurements, as needed, to secure additionality***

***If a contract other than the primary electricity supply contract is needed to make the payments or purchases that will deliver additionality, then the broker must manage procuring, negotiating, and contracting for it.***

**GOOD ENERGY RESPONSE**

Good Energy is completely experienced in developing, negotiating and implementing contracts for electricity supply that would deliver renewable energy additionality and manage that process for successful procurement in accordance with the objectives of our client.

### **3.6. Perform Customer Enrollment/Transition Process**

***After approval of the price and term of the agreement by the participating municipality with a supplier, the Respondent shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier.***

#### **GOOD ENERGY RESPONSE**

Good Energy has extensive experience coordinating processes with municipalities, suppliers and utilities to ensure a smooth transfer of customer data. The goal after the day of the bid is to ensure that the opt-out period gets underway and is completed as smoothly as possible.

Good Energy's implementation approach is based on the procedures outlined by the DPU for the formation of municipal aggregation (MGL Chapter 164, Section 134(a)). All customers, residents and businesses on Basic Service from the Local Distributor, are notified by mail by the aggregation consultant or Competitive Supplier of their eligibility to participate in or opt-out of the aggregation program. This happens immediately after municipal officials accept a bid and select a Competitive Supplier. The notification letter will contain the Competitive Supplier price with the Local Distribution Company (LDC) Basic Service Rates.

The Municipal Aggregation Program will automatically enroll all eligible residential and business accounts in the program. Eligible accounts include all those presently on Basic Service with the LDC. All eligible residents and businesses will be sent a customer notification letter and an opt-out postcard. They will have an initial 30-day window to opt-out if they decide not to participate. Good Energy representatives will personally contact larger business users, if applicable, to discuss with them the merits of the offer and whether their load profile might be better served with an individually tailored bid.

Residents and businesses that do not opt-out will automatically be enrolled in the program. If for any reason a resident or business chooses to leave the program once enrolled, they may

terminate their participation at any time without any penalty or termination fees. Note that residents and businesses currently enrolled with a competitive supplier are not eligible for the program and will, therefore, not receive a customer notification letter. These residents and businesses will have the option to join the program, if they wish, once their agreement with their current supplier expires. Alternatively, although Good Energy does not advocate this, in the interest of full disclosure, residents and businesses currently receiving competitive supply may be able to terminate their existing competitive supplier contract early in order to participate in the aggregation program. These individuals should review the terms and conditions of their existing supply contract so that they are fully aware of any penalties they may incur as a result of early termination.

Good Energy has the experience and facilities to handle all consumer questions and problems and operates a call center for all of our municipal programs. Good Energy develops good relationships with the Local Distribution Company and Competitive Supplier to insure that operation of the aggregation runs smoothly and that any issues are resolved in a timely and competent manner. Good Energy has more media experience as it relates to municipal aggregation than any other consultant nationally and will handle and resolve all media queries. Good Energy continually monitors proposed changes in government policy at all levels regarding municipal aggregation.

### **3.7. Provide Public Education**

***For both customer enrollment and post-enrollment, the Respondent shall prepare or cause to be prepared all information and education materials for the general public and for the media, subject to approval of the municipality, as identified in the aggregation plan. The Respondent will also implement or cause to be implemented the public education program as identified in the aggregation plan and as requested, meet with representatives from the media. The Respondent should have plans to message and engage with different stakeholder groups in a community (e.g. residents, businesses, elected officials) and plans for effectively connecting with populations that speak English as a second language.***

## GOOD ENERGY RESPONSE

Public outreach and education is another core strength that Good Energy brings to the table. Critical to the success of any municipal aggregation program is a thoughtful and comprehensive public outreach and education plan. Residents must be informed and educated on the benefits of the program as well as their rights to decline participation. Good Energy has tremendous experience in this area due to the process required in other states and has an in-house marketing team dedicated to running sophisticated and comprehensive public awareness campaigns.

To illustrate, when Good Energy built its portfolio of purchasing electricity for 600,000 households in the Midwest, the firm had to contend with the fact that the state of Illinois requires the passage of a voter ballot referendum to establish a municipal aggregation program. Good Energy developed a multifaceted public education program, reaching out to the population through all media channels including print, radio, TV, cable access, internet, social media (Facebook/Twitter), cinema screen advertisements, municipal newsletters, community meetings (rotary, religious groups, senior communities) and municipality sponsored meetings.

As a result of our outreach proficiency, Good Energy assisted over 150 communities in passing successful referendums. The experience gained was invaluable and provides us with a deep level of understanding on how best to approach the education of the public in Massachusetts. Good Energy uses our proprietary marketing check list and spreadsheet, which is the blueprint for a comprehensive public outreach campaign. Good Energy creates presentations distributed by DVD covering an executive summary and a more detailed description of the municipal aggregation process suitable for public education on local cable access channels as part of an integrated communications plan to inform and educate the public.

Good Energy has made several infomercials in different states exclusively targeted at informing the community on the benefits of municipal energy aggregation programs. These infomercials are designed to be used by and are made available to our municipal clients so

that they may be streamed from municipal websites or played on local cable access.

In Massachusetts, Good Energy representatives have appeared on local television shows and have done video tapings for distribution through local media and on demand services.

Public meetings, in particular, create excellent environments in which to discuss the municipal aggregation program and the realities of electric deregulation in general. An earnest, patient and transparent approach is the most effective way to explain all aspects of the program. The most common concerns surround the issue of power outages and subsequent delays in restoring that power.

The marketing campaigns of Good Energy do not end once a program has fully launched and residents are enrolled with the Competitive Supplier. After enrollment, it is important to keep residents updated of the status of the program via media press releases, web links to the municipal websites, as well as the Good Energy dedicated website and social media pages.

An ancillary benefit to the municipality is that an effective Municipal Aggregation Program will often have the effect of mitigating what may be dubious offers now available from many energy marketers in Massachusetts.

Most importantly, Good Energy is responsible for all costs associated with marketing the program and does not recoup such costs from the Competitive Supplier.

All told, Good Energy will work closely with municipal leaders to ensure that the public outreach campaign is a dynamic and targeted fit for each individual community.



### **3.8. Prepare Required Filings and Reports**

***The Respondent shall prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), or any other state agency, if applicable, to contracts executed by the participating municipality officials on behalf of the its residents.***

### **GOOD ENERGY RESPONSE**

A required part of the aggregation plan development process is to engage in consultation sessions with the Department of Energy Resources (DOER) and to file the aggregation plan with the Department of Public Utilities (DPU). John P. O'Rourke has written 62 municipal

aggregation plans that were submitted to the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) for approval and is thoroughly familiar with all municipal aggregation laws, regulations and orders affecting the municipal aggregation approval process. Our Massachusetts legal counsel Scott Mueller has over 25 years of experience in energy and utility law, has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts and has been recognized as a leading energy attorney for the electric and gas utilities.

Good Energy will provide overall legal expertise relating to the process of the program; our attorneys will work hand in hand with your municipal counsel. The fundamental areas of our legal consultancy will focus on energy contracts, comprehension of the LDC agreements, competitive supplier contracts, program protocols as it relates to the Massachusetts General Law Chapter 164, Section 134(a), the municipal ordinance process, public hearings, and assistance with the Department of Public Utilities (DPU) approval process. Good Energy has already met with the DPU regarding the streamlining of the municipal aggregation plan filing process as it relates to the large-scale submission of applications. Although Good Energy will file a separate municipal aggregation plan for each municipality, the bid for competitive supply will be performed together as a large group once all plans have been approved.

Negotiation of contract terms are vital for the success of the program ensuring that minimal risk levels are established by suppliers for residential customers and that contract protections are in place within the electricity supply agreements. Good Energy will also issue a policy of business liability insurance in the minimum amount of \$1,000,000 for the municipalities covering the operations of the program.

In addition to having Massachusetts legal counsel with over 25 years of experience in energy and utility law, the Massachusetts Good Energy Team is thoroughly familiar with all appropriate laws effecting the municipal aggregation process.

### **3.9. Manage & Monitor Aggregation Program**

***The Respondent will administer and provide technical oversight of the Aggregation Program including:***

- ***Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues;***
- ***Administer the "opt-out" process for customers;***
- ***Participation in negotiations with the competitive suppliers and the distribution company serving the participating municipality as it relates to the procurement of the Aggregation Program;***
- ***Preparation of written reports on the ongoing operations of the Aggregation Program to be submitted on a quarterly basis to the participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality officials;***
- ***Ensure compliance of the electricity supplier with the contract;***
- ***Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts;***
- ***Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;***
- ***Provide answers to questions from ratepayers; and***
- ***Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.***
- ***On an annual basis, the Respondent will also provide a report that analyzes the additionality of the municipality's purchases, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the Respondent deems relevant, and that includes the evidence supporting additionality claims.***

### **GOOD ENERGY RESPONSE**

***Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues***

Our municipal aggregation administrative staff thoroughly reviews bills within the aggregation on a routine basis to monitor for accuracy. Timely electric invoice/bill reviews serve as a form of checks and balances between the LDC and competitive supplier. It is not possible for Good Energy to review each and every customer bill, however, whenever



possible, the firm works with participating governments to verify significant move-in/move-out statistics and any noticeable anomalies so that all qualifying accounts are able to take advantage of the program. As is often the case, these types of procedures are often borne of the very things that they continue to perpetuate - the development of new efficiencies and innovation in opt-out programs. Good Energy maintains a call center hosted by Good Energy representatives available to address customer questions and concerns, including bill reviews. Crucially, Good Energy audits contracted vendors before, during, and after the contractual periods. This includes, but is not limited to, initial enrollments, account additions/deletions, and periodic savings analyzes.

In the past, Good Energy has asked suppliers to provide a large amount of qualifying material. Once each supplier was approved, Good Energy worked with attorneys representing several of the largest local governments to review and approve the terms and conditions for each supplier's Energy Supply Agreement (ESA). Contract language, supplier terms and conditions, and requested supplier concessions were achieved to the mutual satisfaction of all parties prior to the actual day of bid so that a supplier could be selected within a small window of time, thereby reducing risk for participating suppliers and further reducing their bid prices.

***Administer the "opt-out" process for customers***

Good Energy is very experienced in the process of collecting, assembling and analyzing service address account data, and has done so for hundreds (including renewals) of aggregations the company has successfully implemented. As data is collected, the LDC will filter out those customers who are already receiving supply from a competitive supplier. In either case, the customer has made a choice which municipal aggregation cannot supersede. However, the customer may opt-in to the program at any time during the service contract.

***Participation in negotiations with the competitive suppliers and the distribution company serving the participating municipality as it relates to the procurement of the Aggregation Program***

Good Energy has tremendous experience in negotiating competitive supply with the largest and best energy suppliers in the country. Good Energy has relationships with over 40 national

energy suppliers at the senior executive level. The strength and depth of these relationships is critical to the administration of the RFP process and obtaining the best energy prices for our clients. The advantages of Municipal Aggregation, as opposed to remaining with the local utility, reside in the flexibility to run highly competitive bids at strategically determined times in the market with appropriately qualified suppliers hungry for high volume residential business.

***Preparation of written reports on the ongoing operations of the Aggregation Program to be submitted on a quarterly basis to the participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality***

Good Energy will prepare various reports on a quarterly basis. Other custom reports requested by the municipality will also be accommodated, should they deviate from the semi-annual schedule. These reports may include, but are not limited to the following:

- enrollment reports;
- move-in/move-out reports, as it relates to perpetual opt-out;
- savings analysis comparing municipal aggregation rate to tariff rates in general, including overall savings, threats to the program, i.e., competitive supply offers, regulatory events, market trend reports as they pertain to future renewal pricing opportunities.

The Good Energy routinely gives updates to our clients and the Massachusetts Good Energy Team is always readily available to meet with municipal officials.

***Ensure compliance of the electricity supplier with the contract***

In the past, Good Energy has asked suppliers to provide a large amount of qualifying material. Once each supplier was approved, Good Energy worked with attorneys representing several of the largest local governments to review and approve the terms and conditions for each supplier's Energy Supply Agreement (ESA). Contract language, supplier terms and conditions, and requested supplier concessions were achieved to the mutual satisfaction of all parties prior to the actual day of bid so that a supplier could be selected within a small window of time, thereby reducing risk for participating suppliers and further reducing their bid prices.

To date, Good Energy has not lost a single one of its 150 communities and has executed renewals for over 400,000 accounts, representing over 1,200,000 people. Having been through an entire renewal cycle, we are proven experts in the ongoing management and monitoring of energy service agreements and municipal aggregation programs. We take this part of the program as seriously as the municipal aggregation plan submission and energy procurement bid.

***Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts***

Because of extensive involvement in the municipal aggregation, commercial and industrial energy markets, Good Energy is continually analyzing the national and local energy markets to find the best prices and optimal times to procure subsequent supply contracts for our clients.

***Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program***

The Good Energy team continually monitors all market, regulatory and legislative initiatives at all levels from the Department of Energy Resources (DOER) and Department of Public Utilities (DPU) to the ISO New England and the Federal Energy Regulatory Commission (FERC) for opinions and rulings that may affect the energy landscape for municipalities.

The Massachusetts Good Energy Team includes John P. O'Rourke who is thoroughly familiar with the municipal aggregation law (Chapter 164, Section 134(a)), DTE Order 06-102, DPU's Rules Governing the Restructuring the Electric Industry (220 CMR 11.00), National Grid's Terms and Conditions for Municipal Aggregators (MDPU No. 1202), Eversource's Terms and Conditions for Competitive Suppliers (MDPU No. 101C) and DPU Orders effecting the process and approval of municipal aggregations. He has expert knowledge of the DOER and DPU process and procedures for approval of municipal aggregation plans through his meetings with both departments and active participation in public hearings and procedural and technical conferences. He continually monitors and researches the law at all levels for any that have an effect on municipal aggregation to maintain a current level of knowledge.

Our Massachusetts attorney, Scott Mueller, has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters for over 25 years, has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York and is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets.

***Provide answers to questions from ratepayers***

As consultants, Good Energy sits on the ratepayers' side of the table; if your program does well then we, as a company, will do well, so our interests are squarely aligned with our clients. We know that if municipal officials and residents and businesses are satisfied with the Community Aggregation Program then we retain your business and grow our business. To date we have a 100% renewal rate for our communities. When it comes to providing answers and advocating for the ratepayer, Good Energy has an outstanding record.

***Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.***

We have a website where ratepayers can find a list of FAQs, watch a video explaining the program, or they can call our hotline to speak to a Good Energy representative. We do everything we can to respond immediately to any questions and are both highly accessible and responsive to our existing clients.

***On an annual basis, the Respondent will also provide a report that analyzes the additionality of the municipality's purchases, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the Respondent deems relevant, and that includes the evidence supporting additionality claims.***

As part of the DOER reporting requirements and the requests of individual municipalities, we will provide any information concerning additionality and any requested metrics relating to the renewable energy portion of the fuel mix. We will submit all reports as required and requested.

### **5.1. Price Proposal**

***To be considered responsible and responsive and eligible to submit a proposal for consideration of having the most advantageous proposal, Respondent shall submit their price proposals on the form entitled "Price Proposal Form" that is enclosed herewith in Section 7.***

***The "Price Proposal Form" requires a prices structure that charges a fee per kWh consumed, as is consistent with consultants for Community Choice Aggregation. If the Respondent has proposed multiple strategies to deliver additionality and it feels at least one of those strategies would require a different level of fee, it may list the different fee(s) in Section 7. The Respondent should convincingly describe why a different level of fee is justified. The Respondent should provide the exact amount of the fee, unless it can provide satisfactory reasons why the fee cannot be calculated at this time. In that case, the Respondent must provide the formula it will use to arrive at the amount of the fee.***

***All fees must be incorporated into the cost of electricity supply and paid by the electricity supplier to the Respondent.***

The Good Energy Price Proposal Form has been submitted in a separate sealed envelope marked in the lower left corner with the words "MAPC CCA02 – Price Proposal" and the name of Good Energy.

To supplement our knowledge and provide our clients with a full range of options in the areas of renewable energy and energy efficiency, Good Energy routinely consults with two leading organizations in Massachusetts, Mass Energy Consumers Alliance and Sustainable Energy Advantage, LLC, that have expert current knowledge in these areas.

On the Price Proposal Form we have only included a fee for municipal aggregation. We have multiple strategies to deliver additionality, however, at this point and without an extensive understanding of a client's specific requirements in any of those potential strategies, it would be unfair to the client for Good Energy to quote a fee. Depending on the type of any

additional services required beyond the services provided in the municipal aggregation process, any fee would be on a time or percentage of savings basis.

## ***5.2 Technical Proposal***

### ***5.2.1. Required Documents***

***Each proposal submitted by a Respondent in response to this RFP must be accompanied by the following required items. MAPC reserves the right to reject proposals submitted without these required items:***

- ***Copy of Electric Broker's License***
- ***Cover letter: Stating that proposal prices will remain firm for 1 year after the proposal opening;***
- ***Fully executed forms (See Section 8), which include:***
  - ***Respondent Information Form***
  - ***Contractor Authorized Signature Verification Form***
  - ***Certificate of Non-Collusion***
  - ***Certificate of Tax Compliance (M.G.L., c.62C, §49A)***
  - ***Affirmative Action Plan Form***
  - ***Conflict of Interest Certification (M.G.L. c.268A)***
  - ***Certificate of Compliance with M.G.L. c. 151B***
  - ***Certificate of Non-Debarment***

The Good Energy cover letter states that “The proposal prices stated in our response will remain firm for one (1) year after the proposal opening and for any extensions until December 31, 2018.”

A copy of the Good Energy Massachusetts Electricity Broker License (EB-236) renewed by the Department of Public Utilities on April 8, 2015 is contained in the Appendix.

All of the Required Forms listed above and a Statement of Legal Proceedings have been

executed and are contained in the Appendix.

### **5.2.2. References**

*Please select three (3) clients to act as references, and provide the names, phone numbers, and emails (if available). Please also provide a succinct description of the projects (up to a half page each).*

Ross Perry, Director of Municipal Services, Southeastern Regional Planning and Economic Development District (SRPEDD), 88 Broadway, Taunton, MA 02780, 508-824-1367 Ext 214, [rperry@srpedd.org](mailto:rperry@srpedd.org).

Kevin Dumas, Mayor, City of Attleboro, 77 Park Street, Attleboro, MA 02703, 508-223-2222 Ext 3221, [mayor@cityofattleboro.us](mailto:mayor@cityofattleboro.us).

Martha Grover, Energy Efficiency Manager, City of Melrose, 562 Main Street, Melrose, MA 02176, 781-979-4195, [mgrover@cityofmelrose.org](mailto:mgrover@cityofmelrose.org).

Good Energy has 24 municipal aggregation clients in Massachusetts and over 150 municipal aggregation clients in Illinois. The Illinois municipal aggregation law (20 ILCS 3855/1-92) is very closely modeled on the Massachusetts municipal aggregation law making our experience in Illinois very relevant to developing, implementing and managing municipal aggregation plans in Massachusetts. In Illinois we have overseen the successful passage of over 150 “Plans of Operation and Governance,” the broad legislative equivalent of Massachusetts municipal aggregation plans.

In the Appendix under References, we have provided the contact information for all of our Massachusetts municipal aggregation clients and all of our out of state municipal aggregation

clients. Any of these clients can be contacted for a reference.

### **5.2.3. Respondent Background**

- 1. Provide background on the Respondent's firm, such as years in business, years operating in Massachusetts, services offered in addition to municipal aggregation, etc.***

Good Energy was founded in 2000 and conducted business in the brokerage of electricity and natural gas in the commercial and industrial market and the energy efficiency market until 2009 when municipal aggregation was added as a service. Good Energy has worked in the Massachusetts municipal aggregation market since January, 2014. Today, Good Energy operates primarily in the municipal aggregation market in every state that allows municipal aggregation; has a large number of commercial and industrial clients; conducts energy efficiency projects and demand response operations.

- 2. Note location of the offices from which the services will be managed.***

MAPC municipalities would be serviced primarily through Good Energy locations in Boston and Conway, MA, and fully supported by personnel and operations in Norwalk, CT and our New York, NY headquarters.

- 3. If Respondent has any financial interest in any energy supplier (or vice versa), Respondent should disclose this and provide an argument as to why such interest will not limit or reduce the municipality's access to the most competitive process possible for its electricity supply.***



Good Energy, L.P., is NOT an energy supplier; is NOT owned by an energy supplier and does NOT own or have a financial interest in an energy supplier.

#### **5.2.4. Personnel**

*Respondents should describe projected resource availability for the anticipated duration of the project. This includes identifying and providing short biographies of the key project personnel that will work on the project as well as their anticipated roles.*

Good Energy, L.P., has over 40 professional, analytical and administrative employees who are involved intensely on a daily basis in the business of providing our clients with the best energy prices available in the market. Over 20 of those employees are devoted to the municipal aggregation market.

Following are short biographies of Good Energy personnel who will be involved in this project; a summary of personnel roles); a Gantt chart of an aggregation process timeline that outlines specific personnel. Detailed Resumes of Good Energy personnel are contained in the Appendix.

## GOOD ENERGY TEAM BIOGRAPHIES

### MAXIMILIAN HOOVER – MANAGER

- (212) 792-0222 – [Max@GoodEnergy.com](mailto:Max@GoodEnergy.com)

Mr. Hoover, a graduate of Georgetown University, negotiated one of the first retail energy commodity transactions in 1996 on behalf of an investment group for natural gas supply to a “class A” real estate portfolio in Hilliard, Ohio. Mr. Hoover subsequently negotiated a 1997 retail electricity supply contract for another portfolio of commercial buildings in a suburb of Philadelphia. Experience working for a large national commercial energy user, and experience with implementation of energy procurement strategies that were far ahead of their time, allow Hoover to imbue a unique and deep level of skill and energy-user-centric focus to lead all levels of the Good Energy organization to the ultimate benefit of Good Energy's customers. Mr. Hoover founded Good Energy, L.P.'s parent company in 2000. Mr. Hoover serves on the board of Leducation, a division of the Designers Lighting Forum of New York, a not-for-profit organization committed to formal lighting and energy efficiency education for specifiers and to furthering intelligent use of lighting in design of buildings and outdoor spaces. Leducation, as the name suggests, has a focus on LED lighting, education, and on increasing the implementation of LED lighting at the specification level.

### JAVIER BARRIOS – MANAGING PARTNER

- (212) 741-3052 – [Javier@GoodEnergy.com](mailto:Javier@GoodEnergy.com)

Mr. Barrios brings over 20 years of experience in Sales, Marketing, and Business Strategy. He has developed the firm's commodity products and offerings of electricity, natural gas, renewable energy, and demand response across 21 states. He has solidified over 45 wholesale energy supplier relationships throughout the U.S., Canada and Europe. Mr. Barrios is involved in the management of all strategic, financial and operational functions of the company. Mr. Barrios is a graduate of the Zicklin School of Business at Bernard Baruch College in New York City. Mr. Barrios also serves as president of The Energy Professionals Association (TEPA) Northeast group. TEPA helps promote a standardized code of conduct for energy aggregators and consultants in the Northeast region.

*Below is a summary of the personnel that would be working with the municipalities and their roles in this project, followed by Good Energy office locations.*

**CHARLES DE CASTEJA – MANAGING PARTNER AND DIRECTOR OF MASS MARKETS AND AGGREGATION**

- (212) 691-9467 – [Charles@GoodEnergy.com](mailto:Charles@GoodEnergy.com)

Mr. de Casteja is responsible for strategic acquisition and management of all Good Energy's aggregations across US deregulated energy markets. He is a recognized expert on government energy aggregation in the United States and is frequently a panelist at retail energy conferences and a guest on industry conference calls. In 2011, Mr. de Casteja and his team successfully entered the Illinois market with an aggressive campaign to pool municipalities seeking municipal electricity aggregation into a formidable buying group. These efforts have resulted in Good Energy's municipal aggregations having more communities than any other company of its kind. Mr. de Casteja is a decorated Marine of the Gulf War with a BA in East Asian Studies from George Washington University. He currently serves as Secretary of Safe and Reliable Energy Future, Inc. and Board Secretary of the United States Court Tennis Preservation Foundation.

**PHILIP CARR – REGIONAL DIRECTOR, NEW ENGLAND**

- (212) 352-3143 – [Philip.Carr@GoodEnergy.com](mailto:Philip.Carr@GoodEnergy.com)

Mr. Carr works full-time on energy aggregation projects throughout the country and was instrumental in building Good Energy's successful Midwest programs for 151 municipalities and counties. Mr. Carr is now engaged full time in developing Massachusetts communities for municipal aggregation, speaking publicly and in the media in order to increase the size of the aggregation for the benefit of all participating communities. Mr. Carr is a former World Bank communications consultant who also served as a tank platoon commander in the British Army achieving the rank of Captain; he graduated from the Royal Military Academy Sandhurst.

**JOHN P. O'ROURKE – DIRECTOR OF MARKETING NORTHEAST**

- (413) 548-0999 – [John.Orourke@GoodEnergy.com](mailto:John.Orourke@GoodEnergy.com)

Mr. O'Rourke has over 25 years of senior executive level business experience and is the former director of the municipal aggregation program at a competitive organization in Massachusetts. He possesses extensive knowledge and expertise in municipal aggregation law, regulations and DOER and DPU procedures. He is currently working to develop large electricity buying groups in the Commonwealth of Massachusetts and to organize and operate municipal aggregation programs. He has over 10 years of experience in leadership, management and relationship building in municipal and community environments. He serves

as the Chairman of the Council of the Franklin Regional Council of Governments and as a member of the Finance Committee; on the Advisory Board of the Franklin Regional Transportation Authority; on the Board of Directors of Frontier Community Access Television. He is Chairman of the Board of Selectmen for the Conway, MA and serves on the Zoning Board of Appeals. He has served on the Planning Board, Finance Committee, Chairman of the Emergency Management Systems Committee, Chairman of the Green Community/Energy Committee, Broadband Committee and the Common Driveway Committee. Mr. O'Rourke served as an infantry officer in the US Marine Corps and achieved the rank of Captain. He holds an MBA in economics and finance from the Stern School of Business at New York University; an MA in marketing and communications and a BS in finance and philosophy from Fairfield University. He has completed ISO New England courses WEM101–Wholesale Electricity Markets–Introduction, WEM201– Wholesale Electricity Markets–Intermediate.

#### **SCOTT MUELLER – ATTORNEY AT LAW**

- (978) 460 0693 – [Scott@sjmuellerlaw.com](mailto:Scott@sjmuellerlaw.com)

Scott Mueller has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters for over 25 years. He has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York. His clients have included National Grid, Unitol, New York State Gas & Electric, Central Maine Power and GDF SUEZ, as well as retail suppliers of electricity and natural gas. He is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets, and he has been recognized as a leading energy attorney for the electric and gas utilities.

#### **STEFANO LORETTO – DIRECTOR OF BUSINESS DEVELOPMENT**

- (212) 863-9885 – [Stefano@GoodEnergy.com](mailto:Stefano@GoodEnergy.com)

Mr. Loretto currently serves as Director of Business Development and has been involved in direct sales and customer relationship management for over 18 years. While at Good Energy, Mr. Loretto has been responsible for expansion into the commercial and hospitality industry sectors. His efforts have led to Good Energy's selection as the exclusive energy consultant for several national hospitality groups, as well as Tishman Speyer, the latter including the aggregation of 10 million square feet of commercial office buildings in NY, NJ and PA. Prior to Good Energy, Mr. Loretto managed complex enterprise software implementations for Notara, a leading provider of software for licensing and merchandising at Fortune 1000 companies.

**GARY FOGELMAN – MANAGER, MASS MARKETS**

- (212) 691-8647 – [Gary@GoodEnergy.com](mailto:Gary@GoodEnergy.com)

Mr. Fogelman is Manager, Mass Markets for Good Energy. Mr. Fogelman is responsible for all company Government Energy Aggregation efforts from media, marketing, awareness and operational perspectives, and has been working with municipalities since 2009. Mr. Fogelman also has extensive experience working with and developing electricity aggregation programs for municipal commercial and industrial accounts, with particular specialization in issues surrounding renewable energy. Mr. Fogelman will be managing the marketing and awareness campaign efforts for this project, in addition to the development and management of operational guidelines. Mr. Fogelman graduated with a BA in Criminal Justice from The American University and has over 13 years of management experience.

**EDWARD CAREY – DIRECTOR OF RETAIL ENERGY**

- (212) 784-6147 – [EdwardCarey@GoodEnergy.com](mailto:EdwardCarey@GoodEnergy.com)

Mr. Carey has been a senior sales executive and a Director of Retail Energy for Good Energy for the past seven years. In 2008, Mr. Carey successfully consulted on the creation of the energy procurement division of the Middlesex Regional Educational Services Commission (“MRESC”), which is the largest public sector purchasing cooperative in New Jersey. Mr. Carey has a background in public policy, having worked for both the Giuliani and Bloomberg administrations within the City of New York Mayor’s Office of Environmental Coordination. Mr. Carey specializes in energy related sales to commercial & industrial organizations (public and private), and has over 20 years of experience in the energy and environmental industries.

**JEAN KETCHANDJI – MANAGER PRICING & CONTRACTS**

- (646) 588-5777 – [Jean@GoodEnergy.com](mailto:Jean@GoodEnergy.com)

Mr. Ketchandji is Manager, Pricing and Contracts for Good Energy. Mr. Ketchandji manages and ensures all pricing is the most competitive, working with competitive retail electric providers to ensure Good Energy is able to obtain the lowest costs with the most attractive pricing strategies for its clients. Mr. Ketchandji’s department also manages all customer contracts and regulatory compliance for Good Energy, ensuring that all is in order and easily retrievable and verifiable. Mr. Ketchandji is a graduate of the University of Oklahoma with a BAA from Michael F. Price College of Business with a dual major in Energy Management and Finance. Mr. Ketchandji started his professional career with Good Energy and has held several positions spanning five plus years with the firm. Mr. Ketchandji also holds a CEP (Certified Energy Procurement Professional) credential.

#### **JEFF FEITH – MARKETING MANAGER**

- (718) 502 3099 – [Jeff@GoodEnergy.com](mailto:Jeff@GoodEnergy.com)

Jeff Feith is a talented graphic design professional with over 15 years of experience. He has an intimate understanding of digital design as well as print media. Jeff provides creative vision, project management and motivation with a strong hands-on approach and helps companies recreate and improve their existing design and image. He's a great team player, working collaboratively or independently. He thrives in fast paced environments and has the unique ability to understand business requirements, ROI and efficiency when it comes to design. Jeff is also an SEO guru. He's helped companies improve their page rank by understanding what search engines 'see' and optimizes.

#### **RACHEL OSINSKI – PRICING SUPPORT, DATA COLLECTION**

- (646) 561-2578 – [Rachel@GoodEnergy.com](mailto:Rachel@GoodEnergy.com)

Ms. Osinski is a graduate of Niagara University's School of Arts and Sciences with a major in History and worked as an account manager in the pharmaceuticals and hospital supplies industry, later followed by a transition into the energy industry. Ms. Osinski has quickly shown that her experience in sales and her strong knowledge of the energy market is a great asset to the aggregation team as sales and pricing support. Crucially, Ms. Osinski collates all data required for perpetual opt-out procedures to be maximally effective.

#### **VICKI BROWNING – CUSTOMER SUPPORT, CALL CENTER**

- (713) 259-0222 – [Vicki@GoodEnergy.com](mailto:Vicki@GoodEnergy.com)

Ms. Browning has been a Good Energy employee for eight years, though she began her career in the energy industry ten years ago when she first worked for Spark Energy in direct sales, quickly moving to the position of sales manager. Ms. Browning functions both as sales representative and account management representative for many multi-account, multi-state Good Energy customers, these being some of the most challenging accounts to manage. These include national retail chains, property management companies, and homeowners' associations. Here, Ms. Browning has particular expertise in managing new store openings, closures, and other customer service issues. Ms. Browning will, via our call center, field ratepayer questions and assist with customer resolution issues as she has done for all Good Energy GEA programs thus far.

***Please See Good Energy Team Resumes in Appendix for further details.***

## SUMMARY OF MASSACHUSETTS AGGREGATION TEAM FUNCTIONS

| Team member        | Title   | Function on Massachusetts Aggregation Team  |
|--------------------|---|---|
| Charles de Casteja | Managing Partner and Director of Mass Markets and Aggregation | Overall responsibility for all municipal aggregation functions, processes and procedures  |
| Philip Carr        | Regional Director, New England                                | Responsible for business development on a national basis for municipal aggregation and customer service in all deregulated markets; currently specializing in the Massachusetts market              |
| John P. O'Rourke   | Director of Marketing Northeast                               | Responsible for all aspects of municipal aggregation for the Massachusetts market including DOER and DPU relationships; aggregation plan marketing, development and operation; and customer service |
| Scott J. Mueller   | Attorney at Law   | Responsible for all legal issues concerning municipal aggregation and legal representation before DOER and DPU  |
| Jeff Feith         | Marketing Manager   | Responsible for all conventional and electronic media design, development and project management and assists in public awareness and education campaigns  |
| Stefano Loretto    | Director of Business Development                              | Responsible for business development for municipal aggregation, specialized commercial accounts and customer service in the Massachusetts and New Jersey markets                                    |
| Gary Fogelman      | Manager, Mass Markets & Renewable Energy                      | Responsible for all marketing, media, public awareness campaigns; development and management of operational guidelines; specializing in issues concerning renewable energy                          |
| Edward Carey       | Director of Retail Energy                                     | Responsible for large energy related sales in municipal, commercial and industrial markets in the northeast.  |
| Jean Ketchandi     | Manager, Pricing and Contracts                                | Responsible for all pricing and contracts with competitive suppliers for municipal aggregations and other public and private sector accounts.   |
| Rachel Osinski     | Pricing Support & Data Collection                             | Responsible for administrative support for pricing, data collection, database development and customer service  |
| Vicki Browning     | Customer Support, Call Center                                 | Responsible for the call center customer support that answers and resolves customer inquiries and issues  |

*Six to eight additional Good Energy personnel can be allocated to the Massachusetts municipal aggregation team as needed to function in the areas of public outreach and education, customer service, administration and reporting, and aggregation plan operation.*

## AGGREGATION PROCESS TIMELINE WITH MASSACHUSETTS AGGREGATION TEAM ROLES

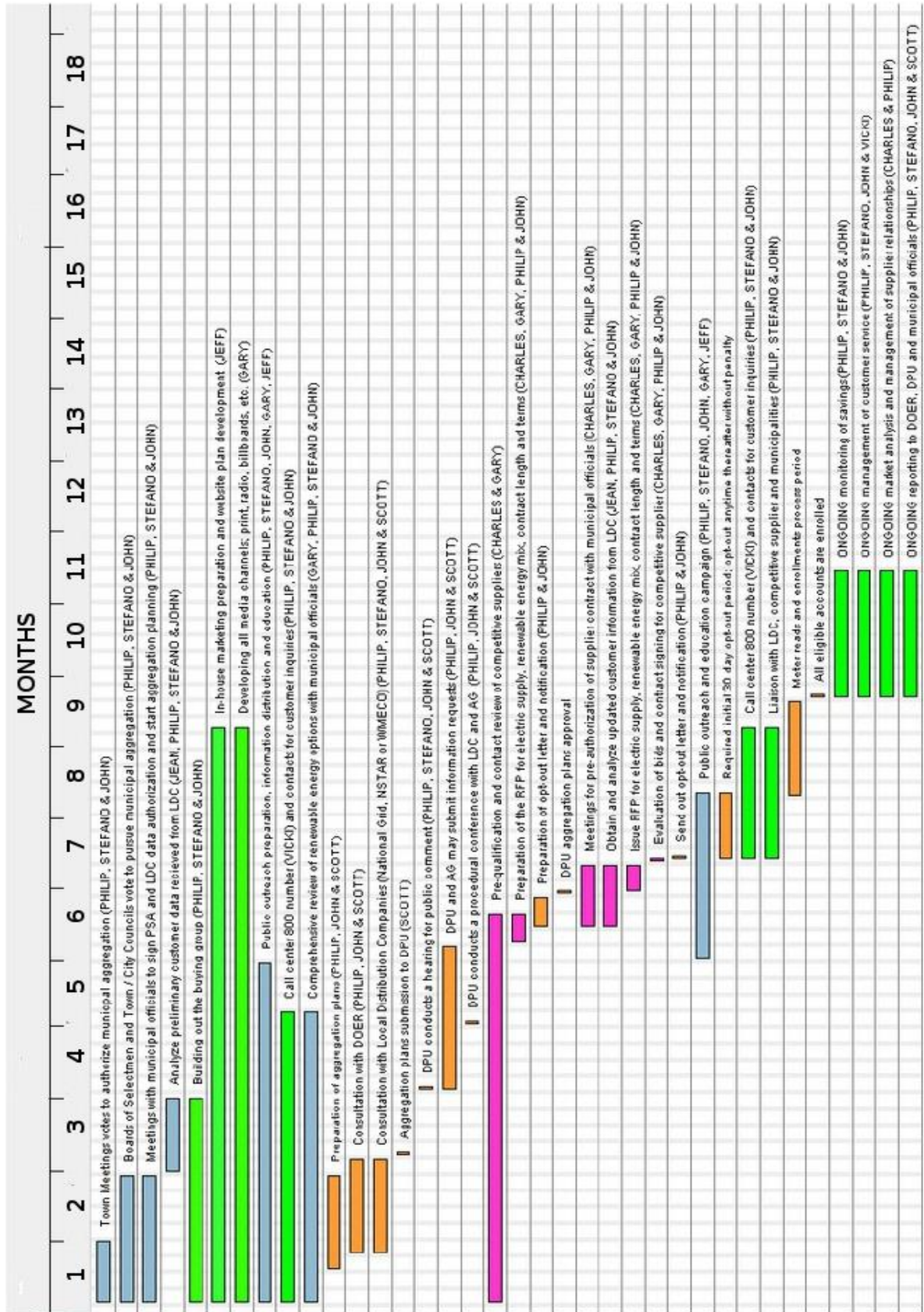
The following Gantt Chart outlines in detail the estimated timeline for the Scope of Services and the specific Massachusetts Good Energy Team personnel that perform each task in the Scope of Services.

***This Gantt Chart illustrates an expected timeline for the municipal aggregation approval process and may not be exactly consistent with the months as outlined.***

***Please note that the last four green bars in the Gantt Chart are ongoing through the term of the municipal aggregation. The physical limitations of the chart and the page prevent the display of these functions for the whole term of the municipal aggregation.***



## AGGREGATION PROCESS TIMELINE WITH MASSACHUSETTS AGGREGATION TEAM ROLES



## GOOD ENERGY OFFICES AND LOCATIONS

### ALL GOOD ENERGY SERVICES ARE PERFORMED IN THE UNITED STATES

|   |  |
|---|--|
| <p><b><u>New York - (Headquarters)</u></b><br/> 232 Madison Avenue, Third Floor<br/> New York, NY 10016<br/> PHONE: (212) 792-0222<br/> FAX: (212) 792-0223</p> | <p><b><u>Massachusetts</u></b><br/> 745 Atlantic Avenue, Eighth Floor<br/> Boston, MA 02111<br/> PHONE: (310) 220-1454<br/> FAX: (617) 830-0832</p>    |
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| <p><b><u>Illinois</u></b><br/> 416 Main Street, Suite 533<br/> Peoria, IL 61602<br/> PHONE: (309) 369-6352<br/> FAX: (309) 417-4937</p>                         | <p><b><u>Illinois</u></b><br/> 110 West Vandalia Street, Suite 305<br/> Edwardsville, IL 62025<br/> PHONE: (314) 550-7624<br/> FAX: (212) 792-0223</p> |
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#### **5.2.5. Qualifications for Implementing Community Choice Aggregation**

- 1. Provide a description of the Respondent's experience with Community Choice Aggregation in Massachusetts and aggregation programs in other states, if applicable. The description should highlight successes in achieving approval of aggregation plans, brokering contracts for competitive electricity supply rates, and implementing effective public education and outreach plans. If Respondent has not implemented a Community Choice Aggregation program, then it must demonstrate experience with both electricity procurement AND community outreach/education.***

#### **GOOD ENERGY RESPONSE**

Good Energy, L.P. ("Good Energy") is the national leader in Community Choice Aggregation. Good Energy is the industry leader in structuring, implementing and managing municipal energy aggregation programs, serving more communities and residents than any other aggregation consultant in the United States. Overall, the total amount of communities signed up for our CCA services is approaching 3 million residents, close to 1% of all US residents. To date, no municipality has ever left one of our municipal aggregation programs.

We've talked about some of this already but here are the highlights!

#### **THE COMMONWEALTH**

In Massachusetts, Good Energy has received DPU approval for municipal aggregation plans for 24 municipalities, comprising approx. 250,000 households. Highlights include:

- Approval of all aggregation plans by the appropriate regulatory authorities in record time. Cumulatively, Good Energy has succeeded in putting more plans through DPU approval process in the shortest time. The time from submission of plan to the DPU up to the approval Order takes with Good Energy, about 2-3 months on average, prior to our entry into the market, this would take from 9 to 24 months. This expedited approval is unprecedented and testament to our ability

to work with regulators and large groups of communities and their elected officials.

- Good Energy's procurement of energy supply for these municipalities is imminent. By November 17, 2015 it is expected that all communities will have entered into contracts with a competitive supplier. This will be the largest ever procurement of power by a consultant for residents and businesses in CCA programs in the history of deregulation in MA. No small feat. We can handle large groups of communities. We can handle multiple communities' public events on the same night. We pioneered new language with DOER for inclusion in our plans so that municipalities can buy as a group while retaining all their municipal autonomy. A Commonwealth first!
- For Good Energy's procurement for Melrose and Dedham we started working exclusively with Mass Energy Consumers Alliance, the gold standard firm in MA Class 1 REC procurement in the state. With Mass Energy we actually wrote in new language that allows communities for the first time to flow MA Class 1 RECs through CCA programs. Another Commonwealth first! We love Firsts!! And as mentioned previously we will have the best quality MA Class 1 RECs at a price that no large competitive supplier can match because we source them locally and independently with Mass Energy's expertise. Kind of farm to table but with RECs.

## **ILLINOIS**

- With over 550,000 households in Illinois serving 2 million people, and combined savings projected to be in excess of \$140,000,000 through May 2016 we are the market leaders...by far. We supported our communities through 150 referenda and helped them procure in large buying groups affording astonishing purchasing power.
- At the same time, we helped our communities secure the largest ever REC purchase in the country by a municipal aggregation consultant, leading a wave of renewable energy procurement that caught the attention of USA Today, resulting in the article "Greening from the Middle" about how the uptake of RECs in Illinois was the highest in the

country at that time. We helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their electricity usage by including fuel-free Green-e certified RECs into their municipal aggregation programs. That was way back in 2012 and since then we've just got better and better and in MA have teamed up with recognized leaders in renewable energy such as Mass Energy Consumers Alliance and Sustainable Energy Advantage.

#### **NEW JERSEY, NEW YORK, CALIFORNIA AND BEYOND!**

- In New Jersey as part of our municipal energy aggregation client base we have Edison and Woodbridge, the two largest municipalities initiating aggregation programs in the state.
- In New York, Good Energy has been chosen to develop and implement a pilot aggregation program for Sustainable Westchester. New York is a recent addition to states implementing Community Choice Aggregation (CCA), also known as Community Energy Aggregation (CEA).
- In California, Good Energy has recently been selected by Fontana, a city of 200,000 people, to conduct a feasibility study into the benefits of a CCA program.

Across the country, from coast to coast, Good Energy is bringing best practices to its CCA client communities, helping them become leaders among their peers in the implementation of their own unique programs, achieving their energy goals community wide.

2. *Briefly describe Respondent's understanding of the aggregation regulations in Massachusetts, including precedents established or rulings by the Department of Public Utilities that shape how plans may be structured or what features may be included. This would include ability for municipalities to implement ladder or hedged contracts, adders*

*to fund staff or programs, termination and re-activation of programs, etc.*

Good Energy is an expert at working with regulatory authorities. From the fastest approvals at the DPU for our CCA communities in MA to being invited to speak at state sponsored regulatory forums about Electric Opt-Out Aggregation (CCA) by the Illinois Commerce Commission, to pioneering new approaches to CCA with the California Public Utilities Commission in San Francisco, to in-depth experience of working with the Board of Public Utilities on Government Energy Aggregation (CCA) in New Jersey, there is no consultant in the country who has more experience of working with regulatory authorities in the field of CCA than Good Energy. Period.

We are the leaders and experts at this. It is no coincidence that our plans were the fastest approved plans in DPU history. We worked very hard with the DPU from market entry in January 2014 to ensure that we had the best chance of success and galvanized the support of our communities and interest of state leadership to get the approvals in time.

We create new plans and methodologies for our clients all the time. For our MA communities we pioneered a whole new approach, working with DPU and DOER to pioneer preferred language to supersize bulk purchasing whereby communities can purchase together at the same time while maintaining all of their individual purchasing autonomy. This is a Commonwealth first!

For renewable energy, for Melrose and Dedham we started working exclusively with Mass Energy Consumers Alliance, the gold standard firm in MA Class 1 REC procurement in the state. With Mass Energy we actually wrote in new language that allows communities for the first time to flow MA Class 1 RECs through CCA programs. This is a Commonwealth first! This is a Good Energy innovation that is already being copied in a far less affordable way by our competitors. We lead. Others follow. The key

is that by building this MA Class 1 REC integration program from the ground up, written into the actual DPU plans, with Mass Energy, we are able to offer MA Class 1 RECs to Melrose and Dedham and any other communities at an unprecedented low and affordable rate, far below any of our competitors. We combine regulatory know-how with business smarts. You want local renewable energy we'll get it for you with the best rate and the most innovative strategies.

We can affirm that we are expertly placed to be able to include the adder outlined in this RFP from a regulatory perspective. We can handle all regulatory aspects and bring best practices and ideas from other states to ensure that Arlington, Somerville, Sudbury and Newton as well as all the other municipalities in the MAPC area get a program tailored to their needs with the most exciting and innovative methodologies at the most affordable rates.

The 24 Good Energy municipal aggregation plans were approved by DPU at the beginning of October in an average record time of 2.5 months. Our Massachusetts Good Energy Team has extensive experience in Massachusetts municipal aggregation law and DPU regulations and practices. Our Massachusetts Good Energy Team interaction with DPU prior to and during this period has given them knowledge that is completely current on the precedents established and rulings by the DPU that shape how plans may be structured or what features may be included. This includes the ability to implement ladder or hedged contracts, adders for Energy Manager functions and termination of aggregations.

***3. Provide an example of a past outreach strategy plan along with copies of any outward-facing communications that were included.***

Good Energy is in the process of unleashing the most comprehensive and wide-ranging communications plan ever launched by a consultant in the history of CCA in MA for our 24



municipalities. We leave no stone unturned. Newspaper advertisement. 30, 15 and 5 second radio advertisements. Multi-lingual brochures. Videos. Town hall events. Flyers. Postcards and all the rest. No other consultant comes close to our marketing know-how. We have an in-house design team. Our operations are all integrated. Procurement, Marketing, Design, Sales, Regulatory. It's all integrated. So when Arlington asks for a brochure in the morning and Sudbury for a palm card design in the afternoon and Newton the script for a video in the evening and Somerville a public forum event followed by live radio that night we can deliver on all of these immediately. We are the industry experts at marketing. And why is that? Because we had to be and we have to be. We pioneered CCA in Illinois prior to our entry to the MA market and out there when Good Energy built its portfolio of purchasing electricity for almost two million people, we had to contend with the fact that the state of Illinois requires the passage of a voter ballot referendum to establish a municipal aggregation program. So, Good Energy got to work and developed a multifaceted public education program, reaching out to the population through all media channels including print, radio, TV, cable access, internet, social media (Facebook/Twitter), cinema screen advertisements, municipal newsletters, community meetings (rotary, religious groups, senior communities) and municipality sponsored meetings.

As a result of our outreach proficiency, Good Energy assisted over 150 communities in passing successful referenda. The experience gained was invaluable and provides us with a deep level of understanding on how best to approach the education of the public in Massachusetts.

So, as you can see, public outreach and education is another key core strength that Good Energy brings to the table. Critical to the success of any municipal aggregation program is a thoughtful and comprehensive public outreach and education plan. Residents must be informed and educated on the benefits of the program as well as their rights to decline participation. Good Energy has tremendous experience in this area due to the process required in other states and has an in-house marketing team dedicated to running sophisticated and comprehensive public awareness campaigns.



The Appendix contains an outline of a current marketing plan for the 24 municipalities with whom Good Energy is now working (Good Energy Public Outreach, Education and Marketing Plan).

Good Energy uses our proprietary marketing check-list and spreadsheet, which is the blueprint for a comprehensive public outreach campaign. Good Energy creates presentations distributed by DVD covering an executive summary and a more detailed description of the municipal aggregation process suitable for public education on local cable access channels as part of an integrated communications plan to inform and educate the public. Good Energy has made several infomercials in different states exclusively targeted at informing the community on the benefits of municipal energy aggregation programs. These infomercials are designed to be used by and are made available to our municipal clients so that they may be streamed from municipal websites or played on local cable access.

In Massachusetts, Good Energy representatives have appeared on local television shows and have done video tapings for distribution through local media and on demand services.

Public meetings, in particular, create excellent environments in which to discuss the municipal aggregation program and the realities of electric deregulation in general. An earnest, patient and transparent approach is the most effective way to explain all aspects of the program. The most common concerns surround the issue of power outages and subsequent delays in restoring that power.

The marketing campaigns of Good Energy do not end once a program has fully launched and residents are enrolled with the Competitive Supplier. After enrollment, it is important to keep residents updated of the status of the program via media press releases, web links to the municipal websites, as well as the Good Energy dedicated website and social media pages. In fact, an ancillary benefit to the municipality is that an effective Municipal Aggregation Program will often have the effect of mitigating what may be dubious offers now available from many energy marketers in Massachusetts.

Most importantly, Good Energy is responsible for all costs associated with marketing the

program and does not recoup such costs from the Competitive Supplier. All told, Good Energy will work closely with municipal leaders to ensure that the public outreach campaign is a dynamic and targeted fit for each individual community.



4. ***Provide a list of all clients the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed the aggregation, which will be defined as having achieved:***

- a. ***Approval of aggregation plan by the appropriate regulatory authority; and***

- b. Procurement of an energy supply for the municipality (i.e. municipality has contracted with a supplier)***

***For each project, please indicate whether the two milestones listed above have been completed and please provide the name and location of the municipality, total population served through the aggregation, and the annual kilowatt-hour demand served.***

The Reference section of the Appendix contains a complete list of all Massachusetts and out of state municipal aggregation clients.

#### ***5.2.6. Qualifications for Delivering Additionality***

- 1. Describe the Respondent's understanding of additionality as it pertains to the Massachusetts regulated utility market and the ISO-New England grid. Does Massachusetts Class I REC status generate additionality? What other attributes of contribute to additionality? Can a link be made between additionality and GHG reductions? Can additionality be claimed when purchasing RECs from facilities that already exist?***

(To supplement our knowledge and provide our clients with a full range of options in the areas of renewable energy and energy efficiency, Good Energy has partnered up with two leading organizations in Massachusetts, Mass Energy Consumers Alliance (Mass Energy) and Sustainable Energy Advantage, (SEA), that have expert current knowledge in these areas.

Simply put, additionality is generally used to describe GHG reduction (carbon offset) of a project or action. It is “additional” to what would have happened in a business-as-usual scenario. Additionality ensures that the level of emissions is lower relative to what would have occurred in the absence of the project or action (i.e., lower relative to the status quo).

We focus on NEPOOL and specifically Massachusetts-eligible Class I RECs because the purchase of the same ensures additionality in New England. The voluntary retirement of Massachusetts-eligible Class I RECs does in fact reduce GHG emissions. The amount of CO<sub>2</sub> avoided by a megawatt hour of Class I resources is determined annually by ISO-NE's annual Electric Generator's Emissions Report.

[http://www.isone.com/staticassets/documents/2014/12/2013\\_emissions\\_report\\_final.pdf](http://www.isone.com/staticassets/documents/2014/12/2013_emissions_report_final.pdf).

In order to make the claim two conditions must be met.

1. Additionality
2. Uniqueness

The NEPOOL GIS system used for MA Class I RECs is created in such a way to prevent double use of an attribute. The additionality condition is met because of a binding RPS constraint with an increasing target. The most straight-forward, ironclad method for a MAPC community to meet the conditions of additionality is to purchase and retire Class I NEPOOL GIS RECs from non-emitting sources. It is not always clear whether a non-NEPOOL REC can satisfy these conditions.

From our reading of the RFP, we can see that MAPC is appropriately concerned about putting more renewable energy onto the grid than required by law and adopting a strategy to produce quantifiable, additional greenhouse gas emission reductions. Our proposal focuses on Class I renewable energy for precisely those purposes. The purchase of Class II RECs would not induce the production of more Class II facilities and would not therefore displace fossil fuels<sup>1</sup>.

We assert that a community's voluntary purchase of RECs that are eligible for the NEPOOL Class I standard, whether they are built within Massachusetts or not, is the best way to bring

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<sup>1</sup> The Class II category was essentially established to provide financial support to those existing facilities. The purchase of Alternative Energy Certificates (AECs) is not something we would recommend for inclusion as a major component in a municipal aggregation plan, at least in the short-term. The market for AECs is not very transparent and the additionality claim would be harder to make for AECs than for Class I RECs.

more renewable energy onto the grid and thereby reduce GHG emissions from fossil fuels. It is important to be precise with the terminology. A REC from Texas, for example, might be from a new project, but claims about additionality from such purchases (would the project really not have been built but for the REC purchase?) are dubious, at best. And while there are some economic development benefits to having projects located in Massachusetts rather than from another New England state, New York, or Canada, the GHG benefit is the same regardless of which state it is located.

A voluntary purchase of an eligible REC creates demand for renewable energy in addition to what would be normally required by law. By playing “keepaway from the utilities”, the utilities (and competitive suppliers a/k/a LSEs – Load Serving Entities) have to contract with renewable energy generators other than those serving the voluntary market.

Assuming the non-LSE (non-LSE, e.g. Arlington, Sudbury) retires the RECs (instead of reselling) it does lead to an increase in grid-wide supply of renewable energy because the purchase and voluntary retirement of RECs increases demand, which leads to higher REC prices, which signals new suppliers to come into the market and generate more renewable energy and RECs.

**Note: SEA’s Bob Grace actually designed the concept of a ‘Reserve Account’ at the NEPOOL GIS, which was incorporated into the system’s design, as a vehicle that allows non-LSEs to retire RECs for such purposes.**

Additionality can be claimed when purchasing RECs from facilities that already exist as long as:

- They are voluntarily retired
- The RECs are registered and retired in a market like NEPOOL where there is a
  - firm requirement to meet the renewable portfolio standard (RPS) and
  - the consequences of not meeting the RPS is a firm alternative compliance payment (i.e. penalty)

We realize that it is an easier story to tell about additionality if the RECs are purchased from a proposed project that would not have been built “but if for” the long-term REC contract the community entered into with the project developer. Nonetheless whether the RECs come from an existing project or a proposed one does not matter. What matters is the act of voluntarily retiring them so that more projects need to come on line to fill the void made by the voluntary retirement. Conversely if a community supports a project with financial support (e.g., by entering into a long-term contract with project for RECs and/or energy and/or direct investment, etc.) and then sells the NEPOOL Class I RECs, the community can’t claim GHG reductions and therefore can’t claim unassailable additionality. Additionality in this case can be impugned because of the following logic that is applicable to NEPOOL and similarly structured power pools:

- There is an RPS mandate with ACP penalties
- A LSE is required to meet the RPS minimum renewable requirements or pay the ACP penalty
- The community has acquired the RECs in some manner (either by self-developing a project or purchasing the RECs from the owner of the RPS qualified project).
- If the community sells the RECs they in all likelihood ultimately will be purchased by an LSE who has an RPS obligation, and will retire the RECs in order to meet the mandatory compliance
  - The community gives up their claim to the environmental benefits (as anyone does when it sells the RECs)
  - The market signals to build new renewable generation are no better or worse off if the community had not financially supported the project. That is with the project built (and the RECs ultimately being sold and used by the LSEs for compliance) there is more REC supply and all things being equal this will decrease the price of RECs and suppress additional renewable investment.
  - Conversely if the community had voluntarily retired the RECs, then the community would get to
    - claim the environmental benefits; and

- Played keep-away with the RECs from the LSEs and thus not suppressed the market price (all other things being equal) and thus kept the same level of incentive for the market to build new renewable generation to meet RPS requirements

This is not to say that supporting a project financially and then selling the RECs is a bad thing, it does do a good thing, but it is not unquestionable additionality.

Of course entering into a long-term contract with a proposed project (or with a project that needs long-term price certainty to keep running to pay for O&M – for example a run-of-river hydro project) and also voluntarily retiring the RECs is the optimal action; it is a great story to tell and unassailable additionality can be claimed.

***1. Describe the Respondent's experience with identifying and procuring renewable energy generally and renewable energy that meets additionality criteria.***

***2. Has the Respondent analyzed renewable energy purchases for additionality? If so, describe the process used and the client(s)***

We answer 2 & 3 combined as follows:

Team member SEA has worked on projects that quantify indirect benefits of renewable energy projects and RECs. For example:

- MA RPS Implementation. As **lead consultant to MA DOER on development of MA RPS.** Project manager; primary or co-author on series of technical and policy white papers and reports on aspects, implications, designs, accounting and verification including tracking approach and development of GIS System, and costs of Renewable Portfolio Standard.

- **Represented Union of Concerned Scientists’ (UCS) participation in the development and implementation of the NEPOOL GIS** NEPOOL GIS Functional Specifications, Vendor Solicitation, and Operating Rule Development.
- **Lead consultant in developing the 2015 Task 3 Report: Costs and Benefits of Massachusetts Solar Policies**, for the Net Metering Task and Solar Task Force Report.
- **Co-author** of the 2015 Maine Distributed Solar Valuation Study.
- **Project leader on a comprehensive analysis for New York** entitled: New York Solar Study: An Analysis of the Benefits and Costs of Increasing Generation from Photovoltaic Devices in New York, published in 2012.
- **Policy analysis and development of materials to educate policymakers** and stakeholders funded by the Energy Foundation in 2007 which resulted in a series of presentations:
  - **Clarifying the Interaction between REC & Emission Policies & Markets: Treatment of Renewable Energy under the RGGI Model Rule and Other Markets & Policies (for California Energy Commission)**
  - **Seeking Clarity between REC and Emission Markets: Creating a Clear Role for RE in Policies and Markets (For Northeast Energy and Commerce Association)**
  - **Untangling the Interaction between Renewable Energy Markets/Policies and Emission Cap & Trade Regulation: Preserving the Emission Benefits of Renewable Energy (presentation at American Wind Energy Association’s Windpower 2007)**
- Performed a detailed and credible Analysis of Estimated Emission Benefits of Maine Wind Farm Generation (a white paper published by Maine Renewable Energy Association in 2015).



### **5.2.7. Technical Approach to Implementing the Scope of Services**

- 1. Explain the respondent's ability to successfully work simultaneously with at least the four communities named in this RFP, as well as the broader list of MAPC municipalities that may enlist their services through December 31, 2016.***

Good Energy has more CCA client communities, approx. 190, than any other consultant in the country. We already buy power for about 2,000,000 (two million) people in the Midwest and within MA we are the biggest consultant in terms of CCA client population size and have issued an RFP for competitive supply for 24 Massachusetts communities, representing more than 500,000 people and businesses. Good Energy has the expertise and existing personnel bandwidth, from client management and sales to regulatory, from design and marketing to operations so that **we can service ALL MAPC municipalities at the same time!!** No other consultant can match our ability to get things done at scale while focusing and honing in on all the details of programs individually tailored for specific communities. No community is too large and also, just as importantly, no community is too small!! Our largest city may have 150,000 people but our smallest community has just 150 people in town!! Good Energy does not cherry pick just the big communities, we help everybody, particularly the smaller ones who often don't have the full-time staff to get the job done without incurring substantive extra costs. Good Energy always picks up the slack, takes the burden off your shoulders, reduces municipal staff time and gets everybody moving forward independently or as a group. No other consultant in the Commonwealth can match us for bandwidth or attention to detail with communities of ALL sizes.

- 2. Based on the Respondent's understanding of additionality described above, what strategy(ies) does it offer for the named communities and other MAPC municipalities to achieve additionality and thereby add new renewable energy generation to the ISO-New England grid? As mentioned previously, the preference***

*of the named municipalities is for additionality to be achieved through the purchase of excess Renewable Energy Credits (RECs). MAPC and the named municipalities do encourage innovative solutions and will also accept strategies for achieving additionality through:*

- a. Direct Investment in a Renewable Energy Project*
- b. Other strategies*

*Number each strategy and for each strategy offered, describe:*

- a. Characteristics of qualifying projects or purchases (e.g. REC attributes)*
- b. Process for identifying and executing qualifying payments or purchases*
- c. Explanation of how it achieves additionality.*
- d. How to translate the purchases of the municipality into amount of renewable generation added to the ISO-New England grid and the GHG emissions reduced. Please note if and where there is uncertainty.*
- e. Applicability. Are there certain contracting lengths or structures that are required? Could it work with a hedging or ladder contract system? Are there any restrictions in terms of total load size or other municipal attribute that might limit the applicability to certain municipalities? Specifically identify if it would not apply to any of the named municipalities.*

Below we describe strategies the MAPC communities could use. We move from a general description to more specific descriptions. There are two primary strategies to achieve additionality. They are:

#### 1. Purchasing RECs

The purchase of RECs is one of the most efficient and effective methods for achieving renewable energy goals. Good Energy has extensive experience and expertise in providing clients with REC purchasing options for achieving their renewable energy goals. We have added Sustainable Energy Advantage, LLC (SEA) to the Good Energy team for the purposes of achieving the goals of the renewable energy project. SEA is a Framingham, MA based

consultants focusing solely on the renewable energy space with a broad array of public and private clients.

## 2. Direct Investment in a Renewable Project

As a part, or whole, of the municipal energy supply procurement, or the community aggregation, the municipalities are interested in exploring directly investing in one or more renewable energy projects, either on-site or off-site. The qualified party would advise the municipalities on the form of this investment including: cash investment, REC off-taker, bundled REC and electricity off-taker, Power Purchase Agreement with retired RECs, etc. The table below provides some additional discussion of variants of the above strategies.

| <b>Variants of General Strategies</b> | <b>Discussion</b>   |
|---------------------------------------|---|
| REC Off-taker and retire RECs         | REC purchase combined with voluntary retirement is the primary strategy from which to build on. It achieves environmental goals at a cost that is predictable, that can be well-managed over time.  |
| Cash Investment                       | Possible, but complicated insofar as capturing federal tax incentives. Also puts production and maintenance cost risks onto the municipalities compared to other options. In the short term, it could be used to finance a minority portion of the renewable energy portfolio. As market conditions and federal incentives change, it may become a more viable option in the long term. But Congress tends to approve subsidies that are tax-based that may not have direct value to the municipalities. In order to garner additionality RECs must be voluntarily retired. |
| Bundled REC and energy Off-taker      | Possible, usually with prospective projects. Requires a higher level of due diligence and economic analysis. It could help stabilize the costs to municipalities over a long-term contract. Not usually used for short-term purchases.  |

|                       |  |
|-----------------------|--|
| PPA with retired RECs | If this strategy involves buying energy from a renewable energy generator, but not the RECs, then we would caution the municipalities against it. Without buying the RECs, the municipalities would not be able to claim emission reductions nor any environmental attributes. |
|-----------------------|--|

Each strategy is numbered below for each we describe:

- a. Q. Characteristics of qualifying projects or purchases (e.g. REC attributes)
  - A. A. Described in each strategy
- b. Q. Process for identifying and executing qualifying payments or purchases
  - A. Described in each strategy
- c. Q. Explanation of how it achieves additionality. Note, if it includes a voluntary REC retirement it as described above achieves additionality.
  - A. If the REC attributes are sold, then environmental attributes are transferred, and no GHG emission can be claimed.
- d. Q. How to translate the purchases of the municipality into amount of renewable generation added to the ISO-New England grid and the GHG emissions reduced. Please note if and where there is uncertainty.
  - A. There is no or minimal uncertainty if retiring NEPOOL Class I RECs. As for claiming a certain amount of renewable generation it will be either clear from a direct investment or imputed from a REC purchase (e.g., 1 MW of solar has ~14% capacity factor)
- e. Q. Applicability. Are there certain contracting lengths or structures that are required? Could it work with a hedging or ladder contract system? Are there any restrictions in terms of total load size or other municipal attribute that might limit the applicability to certain municipalities? Specifically identify if it would not apply to any of the named municipalities.
  - A. Described as relevant.

## **A. Direct Investment Strategies**

Projects are on a continuum of

- Direct investment (e.g., owning all or part of a project or loaning funds to a project and leaning on the community's bond rating),
- Entering a long-term fixed price contract where the community's is taking risk (and getting the benefit) of hedging its long-term energy and/or REC cost
- Purchasing RECs and voluntarily retiring them.

All the below numbered strategies are some combination of these three methods

1. Direct Investments. This could be for any NEPOOL Class I non-emitting project. But as recommendation as something MAPC communities could most easily accomplish we suggest for a direct investment that the municipalities should consider purchasing both the energy (or net metering credits) and SRECs from a solar project. The bundle may be prohibitively expensive as is, but could potentially be turned into a money maker. The SRECs could be sold and substituted for MA Class I RECs on a 1:1 basis. The Class I RECs would then be voluntarily retired by the community. As an SREC is just a carve out of the Class I REC program, they have exactly the same GHG emission avoidance value as each other. Thus the difference between monetary value of the SREC value and the monetary value of the Class I REC value would accrue to the municipalities, offsetting premium paid by the municipalities for the bundle of SRECs and energy.
- Projects could range from onsite solar projects that offset municipal load to offsite projects where net metering credits are used. It is clear that a net metering project within the municipal boundaries of an electric investor owned utility (e.g., Eversource or National Grid for MAPC communities can transfer excess net metering credits to other accounts within the municipality or to other municipalities served by the same electric utility and within the

same ISO-NE load zone<sup>2</sup>. As the Cities of Somerville and Newton, the Towns of Arlington and Sudbury are all in Eversource NEMA they all only can receive net metering credits from a project within Eversource NEMA. Net metering rules vary for municipal light plant communities (e.g., Concord, Reading, Wellesley), but they don't generally offer virtual net metering.

- This strategy also would work for purchasing just SRECs from a project without the energy or net metering credits

## **B. Other strategies**

Other strategies to increase our renewable energy procurement for the municipalities are outlined as follows:

2. We would recommend starting off with the purchase of Class I RECs from existing resources and then voluntarily retiring them, such as those currently listed as eligible by the Mass. Department of Energy Resources website. As the list shows, wind power is the predominate source of RECs. Such a purchase would be for a specified percentage of the electric load of the municipality. There are no applicability restrictions.
3. The municipality could annually issue an RFP to renewable energy developers of projects under development. These RFPs would be modeled to some extent after RFPs issued from time to time by utilities, Mass Energy and the Massachusetts Clean Energy Center. This would probably work for communities that are served by competitive LSE for electric generation for investor owned utility (IOU) communities (which Arlington, Newton, Somerville and Sudbury all are) that allow retail choice and municipal opt-out aggregation. Municipal Light Plant (MLP) communities may even broader latitude to implement such a strategy, though these communities could not participate in municipal aggregation as they do not have retail choice. The RFP could

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<sup>2</sup> Find map of ISO-NE eastern Massachusetts load zones [here](#) and Massachusetts electric utility map [here](#).

be REC purchase with any combination of additional direct investment / financial support or energy purchase.

4. The municipality could use its municipal supply contract as leverage to assist the community aggregation with respect to REC contract. The municipality has the authority to enter into long-term contracts for RECs for the municipal supply and that would help to acquire RECs at a favorable price while also sending a stronger message to the renewable energy development community. It could then sell some of those RECs to the community aggregation to help the aggregation meet, for example, its five percent target cost-effectively, even though the aggregation's supplier might have a contract with a term of just two or three years. For example, if the residential load at five percent would be about 15,000 RECs per year, which is 37.5% of an electricity supply load (38,000 to 40,000 MWh per year). If the municipality wanted to purchase ten (10) percent renewable energy for its municipal supply per year, it could contract for 47.5% through long-term contracts, and then sell 37.5% per year to community aggregation. MLPs would be precluded directly from this strategy because they don't allow retail choice.
5. The municipality could also consider REC contracts in tandem with contracts for difference (CFDs). CFDs are a financial mechanism that would allow the municipality to hedge against energy price volatility without having to purchase net metering credits or enter the challenging realm of wholesale electricity settlements. They provide an additional source of revenue certainty to prospective generators, which, paired with a REC contract, would be a powerful tool for driving new projects online. While no community is excluded from this strategy, the MLP communities may be better suited to deal with this approach as their communities are used to hedging wholesale price risk.
6. Consider entering into long-term contracts for RECs that would help the supplier(s) of the municipalities meet the basic RPS obligations, which will be increasing on annual basis. The municipalities could buy Class I RECs and "put" them to the supplier. This

method can also be used with respect to SRECs that qualify for the Solar Carve-Out as a means to provide direct support to PV projects (though this means selling the RECs and not retiring them). Most MLPs do not have RPS requirements, and if they do, they are self-imposed, thus would precluded from this strategy.

7. With respect to solar, in the short term, the municipalities could actively promote adoption by residents and businesses in two ways, subject to the resolution of currently ongoing legislative negotiations. One way is the familiar “Solarize” model. Another way is “community shared solar”. In both cases, PV RECs might initially go into the Solar Carve-Out, but could eventually become part of the Class I REC supply of the municipalities. Most MLPs do not have community shared solar rules in place, so could not participate in such a strategy.
8. Look to solar for a more significant share of the load in future years when projects that are currently earning SRECs are no longer eligible for the Solar Carve-Out, but will be eligible to produce Class I RECs. This could start taking place as soon as 2024. Most projects do not have a post SREC strategy, and would be willing to sell their Class I RECs at a low price. With this in mind, the municipalities could target PV projects located in the municipalities and nearby communities for inclusion in the portfolio. All communities could participate in this strategy.

We also would like to suggest an idea that is not about renewable energy per se, but about using the aggregation to achieve emission reductions. We are confident that we could ask electricity suppliers to propose a special rate or incentive for consumers with electric vehicles (EVs). Some utilities around the world are beginning to do so and this could become a feature of community aggregation. It would be a win-win-win. Benefits would go to the consumer, the supplier, and to the environment.

The below table summarizes the answers to the questions about the strategies.



| Strategy # & Description                                     | Characteristics   | Process for Identifying Qualifying Payments  | How it Achieves Additionality  | How Translate into Added Renewable MWs and GHG Reduction   | Applicability   |
|--|---|--|--|--|---|
| <b>1 Direct Investment</b>                                   | Financial support and SREC for Class I REC swap and then Class I retirement         | Value of Class I RECs retired, plus cost to enter contract, plus cost of purchase of energy and SRECs less value of energy purchased | Through direct investment and retirement of Class I RECs                       | MWs of project; GHG of marginal emission of RECs produced  | Applicable to all communities. MLPs via wholesale market, IOU communities through retail market |
| <b>2. REC Purchase w/ Retirement</b>                         | Purchase Class I RECs from existing projects and then retire them                   | Cost of purchase   | REC voluntary retirement   | GHG of marginal emission of RECs produced. MWs could be fraction of project or imputed (e.g., 30% capacity factor for wind projects) | All communities   |
| <b>3. RFP for Projects</b>                                   | RFP to support projects. REC purchase combined with other potential support         | Depends on RFP details   | Depends on RFP details   | Depends on RFP details   | All. Could be better suited to MLP communities  |
| <b>4. Leverage Municipal Supply w/ Community Aggregation</b> | Purchase additional Class I RECs  | Cost of marginal purchase  | REC voluntary retirement   | See answer for #2  | MLPs directly precluded   |
| <b>5. RECs in Tandem w/ CFD</b>                              | CFD provides financial energy price hedge   | Cost of RECs retired and difference between CFD strike price and average market price  | REC voluntary retirement, plus long-term support of project via CFD            | See answer for #2  | May be better suited for MLPs, but all could participate  |
| <b>6. Buy &amp; "Put" Class I RECs</b>                       | Hedges long-term cost of RECs, and can decrease retail electric costs from supplier | Difference between REC contract price and REC spot price for the specific year   | Does not achieve additionality unless some of the RECs are voluntarily retired | Not applicable as it does not achieve additionality  | MLPs precluded  |
| <b>7. Promote Community Solar</b>                            | Promotes more solar in the host community   | Budget for promotion.  | Does not achieve additionality directly  | Not applicable as it does not achieve additionality  | MLPs precluded  |

| Strategy # & Description                                    | Characteristics   | Process for Identifying Qualifying Payments | How it Achieves Additionality      | How Translate into Added Renewable MWs and GHG Reduction  | Applicability                     |
|---|---|---|------------------------------------|---|-----------------------------------|
| 8. Look to purchase Class I RECs from solar 2024 and beyond | Probably get to purchase Class I RECs from solar at very cheap rate | Cost to purchase RECs                       | REC voluntary retirement (if done) | See answer for #2 for portion that is voluntarily retired | All communities could participate |

***3. Describe in detail the work plan and mechanics of how the prospective Respondent will accomplish each task of the Scope of Services. Respondents should expand on the generalized outline of methods contained in the scope with specific details of how the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered. Respondent should use the four named communities to illustrate if and how their approach to any aspect of the scope of services might change based on load size, contract length or other criteria.***

***For the task “Provide Public Education”, Respondent should address how it would manage messaging and engagement differently for each key stakeholder group in a community (e.g. residents, business, public officials, etc.). Respondent should also describe how it would tailor its engagement plan based on the characteristics of a community.***

Please see the Section on Scope of Services for our detailed response. From a renewable energy perspective Arlington, Newton, Somerville and Sudbury, as noted above are all served by Eversource and all reside in the ISO-NE NEMA region. Thus except for behind the meter projects that offset physical load they all will be able to participate in the same projects (e.g.,

virtually net metered, investments, REC purchases and retirements). The only difference should be their appetites for participation. Just by size, Somerville and Newtown should have a much greater appetite for projects and strategies than Sudbury, with Arlington somewhere in between.

#### ***5.2.8. Optional Services/Extras***

***At the option of the respondent, propose additional and/or alternate elements to improve the scope of services to improve the ability of the participating municipality to meet the goals of Section 1.3.***

We have provided a wide range of options for participating municipalities to meet the goals of Section 1.3. By working with these municipalities and learning what goals may evolve from that relationship, more concepts may develop to improve the scope of services.

#### ***5.2.9. Legal Proceedings***

***Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.***

A Statement of Legal Proceedings is contained in the Appendix in the Section for Required Documents.

## Conclusion

Good Energy is the national industry leader in structuring, implementing and managing municipal energy aggregation programs, serving more communities and residents than any other aggregation consultant in the United States. Good Energy has combined its extensive national experience with local experience and expertise in municipal aggregation and located offices in Massachusetts to provide municipalities in Massachusetts with the best possible municipal aggregation team. We are proud of what we have accomplished with municipal aggregation nationally and look forward to providing the same competitive choice, rate stability, savings and renewable energy options to municipalities in Massachusetts. Good Energy's track record in ongoing municipal aggregation program management speaks for itself; to date, no municipality has ever left one of our municipal aggregation programs.

***The objectives of the Good Energy team are consistent and firmly aligned with those of our clients. We sit on our clients' side of the table and only do well when our clients do well.***

Good Energy has the experience, expertise, professional and analytical staff, strategic alliances and the dedication to excellence to perform at the highest level to fulfill the energy objectives of the municipalities of MAPC. We look forward to progressing in the selection process and being interviewed by the Selection Committee. The Massachusetts Good Energy Team would be honored to work with the municipalities of MAPC.

# Appendix

## Required Forms

- Respondent Information Form
- Contractor Authorized Signature Verification Form
- Certificate of Non-Collusion
- Certificate of Tax Compliance (M.G.L., c.62C, §49A)
- Affirmative Action Plan Form
- Conflict of Interest Certification (M.G.L. c.268A)
- Certificate of Compliance with M.G.L. c. 151B
- Certificate of Non-Debarment
- Statement of Legal Proceedings

## Electric Broker License

## Certificate of Insurability - Example

## References

### Massachusetts References

- National References - List of all clients for the last three years

## Good Energy Team Resumes

## 2015 Energy Leadership Award

## Good Energy Public Outreach, Education and Marketing Plan

## Good Energy Information Websites

## Marketing Samples

## Good Energy Website Screenshots

## Mass Energy Resumes-Screenshots-Label

## Sustainable Energy Advantage Qualifications, References & Screen Shots

## **EXHIBIT C**

### **Department of Energy Resources (“DOER”) Consultation Letter**

# **ATTACHMENT 2**

## **TOWN OF ARLINGTON COMMUNITY ELECTRICITY AGGREGATION**

### **MUNICIPAL AGGREGATION PLAN**

Prepared with

**GOOD ENERGY, L.P.**

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## Introduction

The Town of Arlington (“Municipality”) has developed the Community Electricity Aggregation Program (the “Program”) with the goal of bringing the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The Program, as described in this aggregation plan (the “Plan”), is part of the efforts of the Municipality to promote environmental sustainability and economic growth.

Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes. This Plan was developed to demonstrate that the Program of the Municipality satisfies all of the requirements necessary for the Department’s approval.

## I. Key Features

The key features of the Program will include:

**Price protection:** The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. This competition will be designed to result in the best possible price. The Municipality will only launch the aggregation when it obtains a price that meets the criteria set by the municipal officials. It is also the objective of the Municipality to support the development of additional green resources through the purchase of a higher level of Renewable Energy Certificates (“RECs”). In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.

**Consumer protection:** The Program of the Municipality will include the strongest consumer protections, including the ability for any customer to leave the program at any time with no charge. There will be no hidden charges of any kind.

**Product options:** The Municipality and its residents recognize the importance of developing a sustainable energy environment, reducing greenhouse gas emissions and supporting the development of renewable energy generating resources that will provide additionality (i.e. adding new renewable generation to the ISO-NE grid). It is the objective of municipal officials to promote sustainable energy through the

purchase of RECs while at the same time providing energy at affordable levels to the residents of the Municipality.

**Standard Product:** Arlington intends to offer the Arlington Local Green product as their standard product. The municipal officials and residents of Arlington recognize the importance of developing a sustainable energy environment, reducing greenhouse gas emissions and supporting the development of renewable energy generating resources in the Commonwealth. This product, along with other efforts undertaken and planned by municipal officials, is designed to fulfill these goals and objectives. The Arlington Local Green product is expected to include 5% green energy above the Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount yet to be determined. This product is intended to include green energy produced by renewable energy generating resources located in the Commonwealth for a very affordable premium. The exact percentage of green energy to be included in Arlington Local Green will be determined after the receipt of bids from competitive suppliers. Including additional green energy in the standard product enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

**Optional Products:** Arlington intends to offer two optional products that provide customers with a wide range of possible choices for their electricity needs:

Arlington Basic: Some customers may feel that the amount of green energy required by the RPS in the Commonwealth includes a sufficient amount of RECs to fulfill their renewable energy objectives. This product offers the same amount of green energy offered in the Basic Service of the Local Distribution Company as required by law.

Arlington Premium Local Green: For customers that want more green electricity generated from renewable energy resources in the Commonwealth than is offered by Arlington Local Green, this product offers up to a 100% green energy option. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

Any charge for the additional green energy would be included in the rate submitted to the Local Distribution Company or be purchased separately as RECs from a third party and billed separately by the third party to the Local Distribution Company.

Coordination with energy efficiency programs: Energy efficiency programs help residents reduce their energy consumption. The aggregation program will coordinate with energy efficiency programs administered by the Local Distribution Company to help more residents reduce their energy use and cost. This plan does not include those services outlined in G.L. Chapter 164, Section 134(b).

Renewable energy: The Municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in a green product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the Local Distribution Company.

## II. Statutory Requirements

The municipal aggregation statute, G.L. Chapter 164, Section 134, sets out the requirements that a plan must meet in order to be approved by the Department. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The Plan of the Municipality satisfies all of these requirements, as discussed below.

### 1. Local Approval

The municipal aggregation statute requires that the Municipality obtain approval from the local governing authorities before initiating the development of the plan. The Municipality satisfied the local approval requirement when the Board of Selectmen voted to initiate the process of municipal aggregation. Documents authorizing the aggregation, including certifications of votes taken, are contained in the Historical Overview.

### 2. Consultation with the Department of Energy Resources and Other Parties

The aggregation statute also requires that the Municipality consult with the Department of Energy Resources (“DOER”) in developing the plan. The Municipality submitted a draft of the Plan to DOER and municipal officials and / or their Aggregation Consultant met with DOER to discuss that draft. DOER provided many helpful comments on the draft and the Municipality incorporated the DOER’s input into the final version of the Plan.

The Municipality has also consulted with the Local Distribution Company in the development of the Plan. The Aggregation Consultant provided the Local Distribution Company with an opportunity to review and comment on the draft Plan and met with its representatives.

The Municipality has made the Plan available for review by its citizens, including discussing the Plan at one or more public meetings, as noted in the Historical Overview (Attachment 1).

### III. Elements of the Plan

General Law c. 164, section 134 requires that an aggregation plan contain the following elements:

- Organizational structure
- Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

The incorporation of each of these elements in the Plan is discussed below.

#### 1. Organizational Structure

The organizational structure of Program will be as follows:

**Board of Selectmen and Town Manager:** The Plan will be approved by the Board of Selectmen, the elected representatives of the citizens of the Municipality, and overseen by the Board of Selectmen, Town Manager or other designees of the Board of Selectmen. The designee(s) of the Board of Selectmen will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Board of Selectmen shall be specifically authorized to enter into an Electric Service Agreement (ESA) under parameters specified by the Board of Selectmen.

**Aggregation Consultant:** The Aggregation Consultant will manage certain aggregation activities under the direction of the Board of Selectmen, Town Manager or other designee of the Board of Selectmen. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the Local Distribution Company, and monitoring the supply contract. Through a competitive procurement process, as outlined in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services.

**Competitive Supplier:** The Competitive Supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for its constituents by the Board of Selectmen.

**Buying Group:** The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the designee(s) of the Board of Selectmen on the executive committee of the Buying Group. The Municipality, through its designee as specifically authorized by the Board of Selectmen, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

## 2. Operations

Following approval of the Plan by the Department, the key operational steps will be:

- a. Issue an RFP for power supply and select a competitive supplier
- b. Implement a public information program, including a 30-day opt-out notice
- c. Enroll customers and provide service, including quarterly notifications

The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and the Local Distribution Company. Those interactions are described in detail in the Historical Overview.

- a. Issue an RFP for power supply and select a competitive supplier

- i. Power supply

After the Department approves the Plan, the next step is to procure a contract for power supply.

The Municipality will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking bids from competitive suppliers, the Municipality may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

### *Municipal Aggregation Plan*

- Licensed by the Department
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements service at a fixed price
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and the Local Distribution Company

The Municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the Board of Selectmen shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Board of Selectmen deem appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Municipality conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its constituents. Participation in the Buying Group shall not require the Municipality to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Municipality will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials.

#### ii. RECs for a green product

In addition to soliciting bids for power supply that meet the required Massachusetts RPS obligation, the Municipality intends to solicit bids for a supply of RECs for its green products. It is the goal of the municipality to achieve additionality in its product offerings, thus contributing greater renewable resources to the ISO-NE grid and reducing GHG emissions. The Board of Selectmen, or their designee, will determine the appropriate level of green products to be included with the standard product and the

optional products based upon their assessment of market conditions and what would be in the best interest of consumers at the time of the power supply solicitation. All Renewable Energy Certificates (RECs), above those required by the RPS, are expected to be Mass Class I eligible RECs. The Municipality may seek RECs from a variety of renewable sources, and will choose the best combination of environmental benefit and price.

The Municipality will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System or be certified by a third party.

b. Implement public information program including 30-day opt-out notice

Once a winning supplier is selected, the Municipality will implement a public education program.

The delivery of a comprehensive and professional public education plan and associated materials are crucial to ensuring understanding of, acceptance of and participation in the aggregation. The Municipality has already begun to build enthusiasm for and understanding of the aggregation through community-wide events and presentations. As a result, the Municipality anticipates a high level of awareness about the aggregation by the time the supply contract is signed.

At the time of launch, the Municipality will build on this existing public awareness. The Municipality will use a variety of media to communicate the objectives of the plan, the primary terms and conditions of the contract and the right to opt out at any time.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every customer on basic service. This information will be made available in multiple languages where appropriate.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media and the Web to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by municipal officials.

- Dedicated informational Web pages that explain the aggregation plan, community benefits, the opt-out process and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A community-wide presentation at a public meeting, open to all residents, as well as targeted presentations to vulnerable populations such as the senior community
- An inclusion of an announcement about the aggregation on the Municipality website
- A toll-free customer information and support hotline
- A presentation on the local cable access network.
- An informational FAQ for the employees of the Municipality to ensure they can confidently answer any questions.
- Informational documents that mirror the aggregation web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as down-loadable files and in the municipal offices and other public buildings.

The Municipality will develop a detailed timeline for these efforts, as the launch gets closer.

ii. 30-day opt-out notice

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every customer on Basic Service with the Local Distribution Company. The notice will have the appearance of an official communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out; and (4) prominently state all program charges and compare the price and primary terms of Municipality's competitive supply to the price and terms of the current Basic Service offering provided by the Local Distribution Company. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The opt-out procedure is attached to this Plan as Exhibit A.

The direct mailing will include an opt-out reply card and envelope. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of the program. The notice will be designed by Good Energy and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out



replies. A sample of a draft opt-out notice and reply card are attached to this Plan as Exhibit B.

c. Enroll customers and provide service including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the Program all customers on Basic Service with the Local Distribution Company who did not opt-out. All enrollments and other transactions between the competitive supplier and the Local Distribution Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial ESA, the Municipality intends to solicit a new power supply agreement.

As part of its ongoing service, the Municipality will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Municipality requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, public service announcements on cable television, postings at municipal offices and postings on the program website. As the Department has found with other aggregations, this alternate information disclosure strategy will allow the Municipality to provide the required information to its customers as effectively as quarterly mailings.

Also as part of ongoing operations, the Municipality intends to coordinate the aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost. The Municipality will cooperate with the Local Distribution Company responsible for administering the energy efficiency programs. The specifics of this coordination will be developed as the aggregation program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby aggregation program customers would be encouraged to participate in energy efficiency programs and those customers who participate in energy efficiency programs would be encouraged to consider a green product offered by the aggregation program.

d. Annual report to DOER

On an annual basis, the Municipality will report to the Department and the DOER on the status of the aggregation program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in green products, and such other information as the Department or DOER may request.

### 3. Funding

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the competitive supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Department's approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour. Additionally, during the first year of the ESA, the competitive supplier will also pay a fee of \$0.000025 to cover the MAPC's cost of project development, administration and support.

### 4. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the Local Distribution Company in accordance with tariffs approved by the Department.

Participants in the aggregation will receive one bill from the Local Distribution Company that includes both the power supply charge of the Competitive Supplier and the delivery charge of the Local Distribution Company.

### 5. Method of Entering and Terminating Agreements with Other Entities

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter, federal and state law and regulations, and the provisions of the relevant agreement.

The Municipality plans to use the same process described in Section III (2) of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current aggregation consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the LDC using established EDI protocols.

If the Municipality determines that it requires the services of an aggregation consultant after expiration of the existing agreement with Good Energy, it will evaluate opportunities to solicit an aggregation consultant individually or as part of a group of municipalities aggregating the electric load of their respective consumers. The Municipality will solicit proposals for, and evaluate, potential aggregation consultants using a competitive procurement process or alternative procedure which the Municipality determines to be in the best interest of its consumers and consistent with all applicable local, state and federal laws and regulations.

## **6. Rights and Responsibilities of Program Participants**

All participants will have the right to opt-out of the program at any time without charge. They may exercise this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting the Local Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of Massachusetts's law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Municipality, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the Municipality and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the Department.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

## **7. Extensions or Termination of Program**

Prior to the end of the term of the initial ESA, the Municipality will solicit bids for a

new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Municipality is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen or Town Manager to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative competitive supplier.

The Municipality will notify the Local Distribution Company of the planned termination or extension of the program. In particular, the Municipality will provide the Local Distribution Company notice: (1) 60 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. In the event of the termination of the program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

#### IV. Substantive Requirements

The municipal aggregation statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Program of the Municipality will satisfy all three requirements, as outlined as follows:

##### 1. Universal Access

The Plan provides for universal access by guaranteeing that all customer classes will be included in the Program under equitable terms.

All customers will have access to the Program. All existing customers on Basic Service with the Local Distribution Company will be automatically enrolled in the Program unless they choose to opt-out.

As new customers move into the Municipality, they will automatically be enrolled in the Program. They will then receive an opt-out notice and be able to opt-out of the program if they choose with no charge.

New residential and small commercial customers will be enrolled at the same price as the existing customers. All other commercial and industrial customers (medium to very large) joining the Program after program initiation will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt-out of the Program at any time with no charge. Customers that opt-out will have the right to return to the Program at a price that reflects market prices at the time of their return.

## 2. Reliability

Reliability has both physical and financial components. The Program will address both through the ESA with the Competitive Supplier. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. The Local Distribution Company will continue to remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA requires the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the program satisfies the reliability requirement of the statute.

## 3. Equitable Treatment of all Customer Classes

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department has determined that this does not mean that all customers must be treated “equally,” but rather that similarly-situated classes be treated “equitably.” In particular, the Department has allowed variations in pricing and terms and conditions among customer classes to account for the disparate characteristics of those classes.

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer classes (residential, small business, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, if offered. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include the initial customers and new customers that

move into the Municipality after the program start-date. All initial customers will receive the standard program pricing for their rate class. As described above under “Universal Access,” among new customers, the Program will distinguish between new residential and small commercial customers, who will receive the standard program pricing, and all other commercial and industrial customers, who will receive pricing based on market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a competitive supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new customers – residential and small commercial customers will receive the standard program pricing and all other commercial and industrial customers will pay a price based on the then-current market rates. All customers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Basic Service of the Local Distribution Company.

## V. Planned Schedule

| Day   | Action or Event   |
|-------|---|
| 1     | Issue RFP for Competitive Supplier  |
| 31    | ESA executed between Municipality and Competitive Supplier  |
| 32    | Competitive Supplier notifies Local Distribution Company to prepare eligible consumer data of the Municipality; Broad-based educational campaign begins |
| 33    | Competitive Supplier begins EDI testing with Local Distribution Company.  |
| 44    | Competitive Supplier receives eligible consumer data from Local Distribution Company  |
| 48    | Competitive Supplier mails opt-out notice and pre-paid reply card to all eligible consumers   |
| 49    | 30-day opt-out period begins on date of postmark  |
| 51    | Eligible consumers receive opt-out notice in the mail   |
| 51-81 | Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier.  |
| 63    | Competitive Supplier completes EDI testing with Local Distribution Company.   |
| 82    | Competitive Supplier removes all eligible consumers who opt out from the eligible list  |
| 83    | Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers.   |
| 90    | Service begins as of each customer's next meter read date   |

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Municipality receives regulatory approval.

## VI. Conclusion

The Community Electricity Aggregation Program meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Municipality looks forward to the approval of this Plan by the Department so that they can launch the Program and pursue the benefits of low cost power, renewable energy, and electricity choice for its residents and businesses.

## **EXHIBITS**

A. Customer Enrollment, Opt-Out and Opt-In Procedures

B. Sample Customer Notification Letter and Opt-Out Postcard



## EXHIBIT A

### Customer Enrollment, Opt-Out and Opt-In Procedures

The following protocols describe the procedures for customer enrollment, opt-out, and opt-in. The protocols are designed to be consistent with the Terms and Conditions for Competitive Suppliers of the Local Distribution Company. In the event of a conflict between these protocols and those Terms and Conditions, the Terms and Conditions shall govern.

#### 1. Pre-Enrollment Opt-Out Notice, Pre-Enrollment Opt-Out Procedure, and Initial Enrollment

##### 1.1. Opt-Out Notice and Reply Card

1.1.1. The Aggregation Consultant and the Municipality will design an Opt-Out Notice informing customers of the aggregation and their right to opt out and an Opt-Out Reply Card that customers may mail to exercise their right to opt out.

1.1.2. The Competitive Supplier shall print the Opt-Out Notice and Opt-Out Reply Card.

##### 1.2. Customer List

1.2.1. After approval by the Department of Public Utilities and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company will electronically transmit the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer to the Competitive Supplier, in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group, to facilitate the notification and opt-out requirements of the program.

1.3. Opt-Out Mailing. Within five (5) business days of receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Opt-Out Reply Card to all Basic Service customers in the City.

##### 1.4. Customer Opt-Outs.

1.4.1. During the period of thirty (30) days from the date of the postmark of the Opt-Out Notice, customers may opt out of the aggregation by mailing the opt-out reply card to the Competitive Supplier.

1.4.2. After the initial thirty (30) day period customers may also opt out by calling the Competitive Supplier's customer service number or following one of the other opt-

out procedures described in Section 3.1.

## 1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. After the conclusion of the 30-day opt-out period, and providing the EDI testing is complete, the Competitive Supplier shall submit transactions to the Local Distribution Company to enroll all Basic Service customers in the Municipality that did not opt out, pursuant to Section 1.4.1 or 1.4.2.

1.5.2. Subject to the Terms and Conditions for Competitive Suppliers of the Local Distribution Company, supply service will commence as follows:

1.5.2.1. On the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

1.5.2.2. On the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction;

1.6. Report to the Municipality. Within five (5) business days after submitting transactions to the Local Distribution Company to enroll all Basic Service customers, the Competitive Supplier shall provide the Municipality with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the Local Distribution Company, and if so the date.

1.7. Undeliverable Opt-Out Notices. If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall make Commercially Reasonable Efforts to identify a correct mailing address and re-send the notice. If the second Opt-Out Notice is not returned, and if the customer does not opt out within thirty (30) days from the date of the postmark of the second mailing, the Competitive Supplier shall submit an enrollment transaction for the customer no less than five (5) business days after the conclusion of the 30-day opt-out period.

## 2. New Customers

2.1 New Customers are customers that become customers of the Local Distribution Company after the date of the initial opt-out notice, for example, customers that moved into the Municipality.

2.2 When a new eligible customer first moves into the Municipality, the eligible customer will be enrolled automatically in the Program upon initiation of electric distribution service, subject to the customer's right to opt out of the program as

described in Section 2.5. However, if the customer is moving from another service address within the service area of the Local Distribution Company and had previously chosen an alternative supplier, then that supplier will be carried-forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report.

2.3 The Local Distribution Company will inform the Competitive Supplier of newly enrolled consumers by submitting Auto-Enroll New Customer 814-AE transactions.

2.4. The Competitive Supplier shall mail an Opt-Out Notice and Reply Card for all New Customers no less than thirty (30) days after receiving notice of such New Customers from the Local Distribution Company.

2.5. New Customers may opt-out of the program by returning the Reply Card or by using any of the opt-out methods described in Section 3.

### 3. Opt-Out After Initial Enrollment

3.1. Opt-Out Procedure. Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the aggregation as follows:

3.1.1. By calling the Competitive Supplier's customer service number and requesting to opt out, in which case the Competitive Supplier shall submit a transaction to drop the customer to the Local Distribution Company within one (1) business day;

3.1.2. By calling the Local Distribution Company and requesting to be returned to Basic Service, in which case the Local Distribution Company shall submit a transaction to drop the supplier transaction; or

3.1.3. By enrolling with an unrelated competitive supplier, in which case the unrelated competitive supplier shall submit a transaction to enroll the customer to the Local Distribution Company.

3.2. Effective Date. The intent is that a customer that opts out will no longer receive generation service through the aggregation program as of:

3.2.1. the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction;

3.2.2. the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment transaction.

## 4. Opt-In Procedure

### 4.1. Applicability

4.1.1. Customers not being served by the aggregation may opt in at any time.

4.1.2. The opt-in procedure applies to the following customers:

4.1.2.1. customers that were once enrolled in the aggregation and opted out; and

4.1.2.2. customers that were not previously enrolled in the aggregation because they opted-out before being enrolled or were served by a competitive supplier at the inception of the program.

### 4.2. Prices

4.2.1. Prices for opt-in customers shall be at prevailing market rates at the time of the opt-in except that residential and small commercial customers who were served by a competitive supplier at the inception of the program, and have not previously opted out, shall receive the same prices as existing customers in the program. Unless this requirement is waived by the Municipality, the end date of any opt-in contract shall be coterminous with end date of the Standard Product.

4.2.2. The Competitive Supplier shall notify the Municipality of all prices offered to opt-in customers.

### 4.3. Opt-in Process.

4.3.1. Customers may opt in to the aggregation by calling the Competitive Supplier's customer service number and requesting to opt in.

4.3.2. The Competitive Supplier shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and conditions, the Competitive Supplier shall submit a transaction to enroll the customer to the Local Distribution Company within five (5) business days.

## 5. Optional Products

5.1. Prior to enrollment, Customers may elect an Optional Product, if applicable, by calling the Competitive Supplier's customer service number. The Competitive Supplier shall enroll customers making such an election in the Optional Product.

5.2 Customers enrolled in the program may elect an Optional Product, or a return to the Standard Product, by calling the Competitive Supplier's customer service number.

Within five (5) business days after a customer makes such an election, the Competitive Supplier shall submit a transaction to change supplier data to the Local Distribution Company to make the change in the customer's rate option.

## EXHIBIT B

### SAMPLE NOTIFICATION LETTER

This letter comes from the municipality and is sent out by the competitive supplier.

John & Mary Resident  
1 Any Street  
Arlington, MA 02474

Date:

Dear Mr. & Mrs. Resident:

The Board of Selectmen voted on May 2, 2016 to authorize the City to aggregate the electricity load of the residents and businesses on the Basic Service with Eversource. The objectives of this program are to give you competitive choice, longer-term price stability, reduced electric rates and more options for electricity generated from renewable sources.

The Board of Selectmen with the assistance of Good Energy has negotiated a two (2) year contract with ABC Electric Supply Company to supply power to the residents and businesses in Arlington. Unless you choose to opt-out of the program, or affirmatively choose an Optional Product, you will automatically receive the Standard Product: Arlington Local Green which will include an additional 5% green energy above that required by the Commonwealth. You may also choose to purchase one of two Optional Products. If you do not want to purchase any additional green energy you can elect Arlington Basic, which provides the same amount of green energy included in the Basic Service of the Local Utility, as required by law. You may also choose to purchase additional green energy than that offered with the Standard Product by electing to purchase Arlington Premium Local Green which offers \_\_\_\_% green energy. You can find more information on the aggregation program and product options, including how green energy is provided through the sourcing of Renewable Energy Certificates, at [www.goodenergy.com](http://www.goodenergy.com). The electric rate comparison per kilowatt hour (kWh) between Eversource and above described Arlington Products is as follows:

| Rate Class  | Local Utility | Standard Product:<br>Arlington Local<br>Green | Optional Product:<br>Arlington Basic | Optional Product:<br>Arlington Premium<br>Local Green |
|-------------|---------------|---|--------------------------------------|---|
| Residential | \$0.000000    | \$0.000000                                    | \$0.000000                           | \$0.000000  |
| Commercial  | \$0.000000    | \$0.000000                                    | \$0.000000                           | \$0.000000  |
| Industrial  | \$0.000000    | \$0.000000                                    | \$0.000000                           | \$0.000000  |

| PARTICIPATION  | ACTION NEEDED  |
|--|--|
| If you want to participate in this program and receive the Standard Product (Arlington Local Green)                                    | You do not need to take any action.  |
| If you want to participate in this program and receive one of the Optional Products (Arlington Basic or Arlington Premium Local Green) | Call 1-800-XXX-XXXX to select Arlington Basic or Arlington Premium Local Green. If you do not call, nor elect to opt-out, you will receive the Standard Product – Arlington Local Green. |
| If you do NOT want to participate in this program  | 1. Sign and date the enclosed Opt-out postage-prepaid postcard.<br>2. Mail the postcard within 30 days   |

Eversource will still deliver your electricity and service the transmission infrastructure. You will still receive one bill from Eversource.

If you have any questions concerning this program, please call 800-000-0000 or visit our website at [www.goodenergy.com](http://www.goodenergy.com)

Sincerely,

Board of Selectmen

CUSTOMER NOTIFICATION ENVELOPE

**OFFICIAL CITY BUSINESS**

**ELECTRIC SUPPLY PROGRAM**

Competitive Supplier  
1 Energy Way  
Energy, MA 00000

John & Mary Resident  
1 Any Street  
Arlington, MA 02474

**DO NOT DISCARD – URGENT NOTICE REGARDING ELECTRIC RATES**

**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 677 ALBUQUERQUE, NM

POSTAGE WILL BE PAID BY ADDRESSEE

**Competitive Supplier  
1 Energy Way  
Energy, MA 00000**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**ELECTRIC SUPPLY PROGRAM – OPT-OUT REPLY CARD**

John & Mary Resident  
1 Any Street  
Arlington, MA 02474

**OPT-OUT INSTRUCTIONS:**

If you want to participate and receive the Standard Product, you do not need to take any action .

**If you do NOT want to participate, (1) sign and date this postcard and (2) drop it in the mail.**

This card can only be signed by the customer of record whose name appears on this card and must be mailed within 30 days

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# **ATTACHMENT 3**

**TOWN OF ARLINGTON**

**COMMUNITY ELECTRICITY AGGREGATION**

**PUBLIC OUTREACH AND EDUCATION PLAN**

Prepared with

**GOOD ENERGY, L.P.**

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## *Public Outreach and Education Plan*

### 1. PURPOSE

As part of a municipal aggregation plan and in accordance with G.L. Chapter 164, Section 134(a) a public outreach and education plan is required to fully inform and educate potential consumers and participants in advance of automatic enrollment in the municipal aggregation. Consumers, including consumers with limited English language proficiency, must be informed that they would be automatically enrolled in the aggregation and that they would have the right to opt-out of the aggregation program without penalty.

The Public Outreach and Education Plan (Education Plan) component of the Community Electricity Aggregation Program (Program) has two parts. The general public outreach and education effort conducted by Good Energy will provide information to eligible consumers through electronic and print channels, public presentations and personal communications. The direct mail notification to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights. This letter will prominently state all charges and disclose the Basic Service rate, how to access it and that it is available to them without penalty.

In Town of Westford, D.P.U. 15-115, pp. 10-11 (2015), the Department found that the education component of the Town's Plan, which informed customers of their right to opt out and provided other pertinent information about the Program through newspapers, public and cable television, public meetings, electronic communication, a toll-free customer service line, and a direct mail component including the opt-out notification, satisfied the statutory requirements of G.L. c. 164, section 134(a). The Public Outreach and Education Plan of the Municipality closely resembles the Education Plan of the Town of Westford.

The purpose of the Public Outreach and Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the aggregation.

The Public Outreach and Education Plan consists of two parts:

- a) General Education: This will be conducted through electronic and print channels, public presentations and personal communications to inform eligible consumers about the aggregation.
- b) Direct Mail Notification: This will be mailed out to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights.

## *Public Outreach and Education Plan*

This letter will be made available in other languages where appropriate and will prominently state all charges and disclose the current Basic Service rate, how to access it and that it is available to them without penalty.

The general education component will provide a wide-ranging public outreach for the direct mail notification, increasing public awareness of the mailing and its purpose and providing reinforcement of important information.

### 1.1 GENERAL EDUCATION

The general education will provide a description of the Program for eligible consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The general education will provide specific information about the Program and maximize the impact of the direct mail notification which will create an environment of public awareness.

#### 1.1.1 Press Conference

The initial launch of the Program will be a media event featuring representatives from the Municipality, its Competitive Supplier, and Good Energy. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

A press kit will be assembled to introduce the Program. Materials may include:

- a) news releases;
- b) background information;
- c) deregulation and choice information; and
- d) frequently asked questions.

#### 1.1.2 Media Outreach

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and Internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A series of news releases will be distributed to achieve the aforementioned goals.

### *Public Outreach and Education Plan*

Follow-up news releases will update the media on the status of the progress of the Program. A sample of available media outlets is contained in Exhibit A.

#### 1.1.3 Notices and Public Postings

Notices in newspapers and in Municipal Offices describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Postings will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

#### 1.1.4 Customer Service Center

Good Energy will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise.

#### 1.1.5 Website

All information regarding the Program will be posted on the website of Good Energy, which is linked to the website of the Municipality. The Good Energy website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

#### 1.1.6 Public Presentations

Good Energy will provide presentations to municipal officials and to any interested community group.

### 1.2 DIRECT MAIL NOTIFICATION

#### 1.2.1 Opt-Out

The opt-out notification will be sent via standard mail to the billing address of each eligible consumer on Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will inform eligible consumers:

- a) about the Program and provide information regarding participation and rights;

### *Public Outreach and Education Plan*

- b) that they have the right to opt-out of the aggregation without penalty;
- c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Basic Service offering;
- d) that any savings under the Program compared to Basic Service cannot be guaranteed because the Basic Service rate is subject to changes
- e) about the opt-out process; and
- f) in languages other than English for appropriate consumer groups. (i.e. toll-free telephone number).

The opt-out notification will also contain a card with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of the mailing to return the opt-out card in a preaddressed postage-paid envelope. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

Examples of a draft opt-out notification letter and the opt-out card are included as Exhibits A and B to the Aggregation Plan. A copy of the initial opt-out notification will be filed with the Director of the Department's Consumer Division prior to the start of the opt-out period.

## 2 TIMELINE

The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the period outlined below through the media and the toll-free telephone number.

*Public Outreach and Education Plan*

| DAY   | ACTION OR EVENT   |
|-------|---|
| 1     | Press conference to announce the Program and introduce the Competitive Supplier   |
| 1     | Customer service center opens (toll-free telephone number)  |
| 1     | Press release on direct mail notification and the customer service center   |
| 1     | Program information posted on appropriate websites: Good Energy, Municipality, and Competitive Supplier   |
| 1-7   | Postings placed in public buildings   |
| 1-40  | Public presentations to inform community groups about the Program and consumer rights   |
| 10    | Direct mail notification sent to each eligible consumer   |
| 12-30 | Display ads in newspapers describing the Program, the opt-out process and providing the toll-free telephone number                                  |
| 14    | Local cable television show describing the Program, the opt-out process and providing the toll-free telephone number                                |
| 16    | Public Service Announcements describing the Program, the opt-out process and providing the toll-free telephone number                               |
| 40    | Deadline reached for eligible consumers to return the opt-out card  |
| 40+   | Public outreach and education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible consumers |
| 90+   | Follow-up news releases to summarize the status of the Program  |

## Exhibit A

### Sample of Available Media Outlets

#### Newspapers

The Arlington Advocate, Arlington Patch

#### Radio

WHRB (95.3 FM, CAMBRIDGE, MA); WMBR (88.1 FM, CAMBRIDGE, MA); WJIB (740 AM, CAMBRIDGE, MA); WMFO (91.5 FM, MEDFORD, MA); WXKS (107.9 FM, MEDFORD, MA);

#### Television

Arlington Community Media Television (ACMI) (Ch. 8, 9 and 22 - Comcast; Ch. 3,13 and 15 - RCN; Ch. 31 24 and 26 - Verizon).



# **ATTACHMENT 4**

## **TOWN OF ARLINGTON COMMUNITY ELECTRICITY AGGREGATION**

### **ELECTRIC SERVICE AGREEMENT**

Prepared with

**GOOD ENERGY, L.P.**

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## ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2016 ("Effective Date") by and between \_\_\_\_\_ ("Competitive Supplier"), and the Town of Arlington, a Massachusetts municipality (the "Municipality").

### **Recitals**

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, ("Restructuring Act"), which among other things, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, Municipality has developed a Community Electricity Aggregation Program ("Program") to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Municipality has received approval of its Program from the Massachusetts Department of Public Utilities ("Department") in D.P.U. \_\_\_\_\_;

WHEREAS, Competitive Supplier, a corporation duly authorized to conduct business in the Commonwealth of Massachusetts ("Competitive Supplier"), desires to provide All-Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and this Electric Service Agreement ("ESA"); and

WHEREAS, the Municipality desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Basic Service for consumers within the Municipality.

NOW THEREFORE, IT IS AGREED THAT, the Municipality and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

## ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 Associated Entities – Any and all of the independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor,

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale.

1.2 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 Basic Service - As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – \_\_\_\_\_. a corporation duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Competitive Supplier's Guarantor - \_\_\_\_\_

1.7 Credit Rating - With respect to the Competitive Supplier or Competitive Supplier's Guarantor, its senior unsecured, unsubordinated long-term debt rating, not supported by third party credit enhancement, and if such debt is no longer rated, then the corporate or long-term issuer rating of Competitive Supplier or Competitive Supplier's Guarantor; provided, however, that the standing guaranty of \_\_\_\_\_, in favor of Competitive Supplier's Guarantor, shall not be considered to constitute "third party credit enhancement" for purposes of this definition.

1.8 Delivery Term - The period for which prices for All-Requirements Power Supply have been established, as set forth Exhibit A.

1.9 DPU or Department - The Massachusetts Department of Public Utilities or any successor state agency.

1.10 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

1.11 Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.12 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, but not including those consumers who receive Basic Service and participate in a green power program from the Local Distributor, those customers who are taking power supply service from a competitive supplier and those consumers who receive Basic Service and have requested not to have their account information shared by the Local Distributor. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality; as such boundaries exist on the Effective Date of this ESA.

1.13 ESA - This Electric Service Agreement.

1.14 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

1.15 General Communications - The type of communications described and defined in Article 5.7 herein.

1.16 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.17 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.18 Green Power - Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, or, that may be otherwise added by mutual agreement of the Parties.

1.19 ISO-NE - The New England Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

1.20 kWh, kW - Kilowatt-hour and kilowatts, respectively.

1.21 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

1.22 NEPOOL - The New England Power Pool.

1.23 New Consumers - Residential, commercial, industrial, municipal, or other consumers



of electricity that become Eligible Consumers after the Effective Date.

1.24 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

1.26 Parties - The Municipality and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.27 Plan - Community Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Department in D.P.U. \_\_\_\_\_. The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

1.28 Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

1.29 Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

1.30 Program - Community Electricity Aggregation Program, under which, the Plan is described and implemented.

1.31 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including Changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.32 Retail Price - As set forth in Exhibit A.

1.33 Service Commencement Date - The date of the Participating Consumer's first meter read date after \_\_\_\_\_, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

1.34 Term - As defined in Article 4.1.

## ARTICLE 2 RIGHTS GRANTED

### 2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply All-Requirements Service to those Participating Consumers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### 2.2 NO THIRD PARTY BENEFICIARIES

This ESA does not and is not intended to confer any rights or remedies upon any person

other than the Parties. This ESA facilitates rights under M.G.L. c. 164 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

### 2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the DPU, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources ("DOER") and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA. Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission ("FERC").

### 2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier, fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates; and
- e) complete EDI testing with Local Distributor. ; and
- f) provide all other documentation required by the Local Distributor

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability to the Competitive Supplier.

### 2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide All- Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with Associated Entities as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

## ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

### 3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

### 3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program ("Opt-Out Notice"). The Opt- Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality, such approval not to be unreasonably withheld.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### 3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier or Good Energy, L.P. may conduct consumer awareness efforts at its sole expense.

### 3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Local Distributor rules. Residential and small commercial New Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Consumers shall be enrolled at a price determined by then-prevailing market conditions. Competitive Supplier shall enroll such New Consumers in accordance with applicable Department and Local Distributor rules.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Consumers at a price determined by the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Eligible Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall be enrolled at a price determined by the then-prevailing market conditions.

## ARTICLE 4 TERM OF CONTRACT AND TERMINATION

### 4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumer's first meter read date after \_\_\_\_\_, unless terminated earlier under Article 4.2 below ("Term").

### 4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(d)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2 (a).

### 4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services

rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group.

#### 4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

### ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

#### 5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available to it.

#### 5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive



Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

### 5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of the Department or Attorney General regarding customer service.

### 5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of firm All-Requirements Power Supply to the Local Distributor for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO- NE).

## 5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Massachusetts General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Department approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable DPU orders or regulations. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

## 5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality. The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in

connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

## 5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

## 5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

## 5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

## 5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to

obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

## ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under M.G.L. c. 164, § 134 and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of All-Requirements Power Supply.

## ARTICLE 7 PRICES AND SERVICES; BILLING

### 7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

### 7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Distributor.

### 7.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers.

### 7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

#### 7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

#### 7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

#### 7.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

#### 7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or

consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes that are required by law to be imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed on Competitive Supplier's income.

## ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

### 8.1 RENEWABLE ENERGY PORTFOLIO STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

### 8.2 PROVISION OF GREEN POWER *[include if applicable]*

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") with \_\_\_\_\_ ("REC Supplier") attached hereto as Exhibit C. Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase, renewable energy certificates (RECs) in a quantity sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. Competitive Supplier shall include the REC's purchased from the REC Supplier in the All Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All Requirements Power Supply as provided in Exhibit A of this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier shall procure and provide RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA ("Replacement RECs"). The prices included in Exhibit A of the ESA shall not be subject to modification because Competitive Supplier is required to provide Replacement RECs.

## ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before \_\_\_\_\_, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably

withheld). Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "affirmative choice" requirements of § 1F(7); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars (\$100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

## ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

## ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

### 11.1 POWER SUPPLY INFORMATION

#### 11.1.1 Quarterly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with a quarterly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. The quarterly report will be due to the Municipality or its agent within forty-five (45) days following the close of each quarter (March 31, June 30, September 30, and December 31). The aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

#### 11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer- related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) business days of the request. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a).

#### 11.1.3 Standard of Care

Competitive Supplier shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the Municipality or its agent within a Commercially Reasonable time

#### 11.2 POWER SUPPLY REPORT

Unless the “Disclosure Label” requirement is waived by the DPU, within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

#### 11.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's expense, Competitive Supplier shall provide back up for any charge under this ESA questioned by the Municipality.

#### 11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity



requirements, unless the Competitive Supplier are required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

## ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

### 12.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Massachusetts or appropriate state court sitting in the Massachusetts county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

### 12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

## ARTICLE 13 INDEMNIFICATION

### 13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or

in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

### 13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the Municipality.

### 13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

### 13.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

## ARTICLE 14 REPRESENTATIONS AND WARRANTIES

### 14.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule

applicable to it;

d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;

e) no Bankruptcy is pending against it or to its knowledge threatened against it;

f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

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#### 14.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;

b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;

c) the Municipality has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and

e) no Bankruptcy is pending or threatened against the Municipality.

#### ARTICLE 15 INSURANCE

15.1 In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the Commonwealth of Massachusetts and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

15.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are “claims made” policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior “claims-made” policy. With respect to all “claims made” policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

15.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

## ARTICLE 16 CONFIDENTIALITY

Competitive Supplier acknowledges that the Municipality is subject to public records laws, including without limitation, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose the terms of this ESA to its affiliates, and to its officers, directors, employees, attorneys and accountants. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to

protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the Municipality's assistance in protecting the confidentiality of information and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated amount, reasonably incurred by the Municipality in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance policies;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

## ARTICLE 17 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties.

## ARTICLE 18 MISCELLANEOUS

### 18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be

denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

## 18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

## 18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

If to Municipality:

Mr. Charles de Casteja  
Good Energy, L.P.  
232 Madison Avenue, 3<sup>rd</sup> Floor  
New York, NY 10016  
Phone: 212-792-0222  
Fax: 212-792-0223  
charles@goodenergy.com

and

Town Manager  
730 Massachusetts Avenue  
Arlington, MA 02476  
Phone: 781-316-3010  
Fax: 781-316-3019  
achapdelaine@town.arlington.ma.us

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

#### 18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.3.

#### 18.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 18.14, constitute the entire

agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

#### 18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group

#### 18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

#### 18.8 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

#### 18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

#### 18.10 COUNTERPARTS



This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

#### 18.11 COMMISSION

The Parties acknowledge that the Price for energy as described in Exhibit A includes: a) a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program; and b) a commission fee equal to \$0.000025 per kWh of Participating Consumers actual usage for the first twelve (12) months of the Agreement payable to the Metropolitan Area Planning Council ("MAPC") to cover the MAPC's cost of project development, administration and support. The Competitive Supplier agrees to include these commission fees in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this ESA; provided however, that (i) this ESA remains in full force and effect, and (ii) the commission fee shall be paid ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

#### 18.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

#### 18.13 CO-OPERATION

Each Party acknowledges that this ESA must be approved by the Department and agree that they shall use Commercially Reasonable efforts to cooperate in seeking to secure such approval.

#### 18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event

of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

#### 18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality must be submitted in writing for agreement and prior approval. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

#### 18.16 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

#### 18.17 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

#### 18.18 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Municipality or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

#### 18.19 REMEDIES

##### 18.19.1 General

Subject to the limitations set forth in Article 18.19.2 below and Article 4, the Municipality and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

##### 18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 13.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages or other such losses claimed by third- parties; provided that the aggregate limit on Competitive Supplier's indemnification obligation pursuant to this provision shall be equal to the greater of : 1) the amount payable for such claims under any and all insurance maintained by the Competitive Supplier; 2) 50% of the Competitive Supplier's annual gross receipts (price per kWh multiplied by kWh volumes sold) received under this ESA in the most recent 12 month period: or 3) \$10,000,000.00.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the Commonwealth of Massachusetts, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT A  
PRICES AND TERMS  
Community Electricity Aggregation Program

Price by Rate Classification

| Rate Class  | Price per kWh |
|-------------|---------------|
| Residential |               |
| Commercial  |               |
| Industrial  |               |

[Final Prices will be determined prior to the beginning of the respective pricing periods]

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read date after \_\_\_\_\_ and continue until the first Consumer meter read date after \_\_\_\_\_, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

Pricing: On the Effective Day, the Residential pricing must be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for residential consumers. The pricing for Commercial and Industrial consumers on the Effective Day must be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for commercial consumers

The price for All-Requirements Power Supply shall be as stated on this Exhibit A through Participating Consumers' meter read dates in \_\_\_\_\_. Prices shall be fixed for the entire length of such pricing period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: All-requirements retail power supply will commence at the prices stated above as of Participating Consumer's first meter read dates after \_\_\_\_\_.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the DOER's Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with current requirement on the Start-Up Service Date or pay all penalties imposed by the DOER related to Renewable Energy requirements.

**Term:** The period of delivery of All Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

**Eligible Consumer Opt-Out:** Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

**Competitive Supplier's Standard Credit Policy:** The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

EXHIBIT B

TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

| Rate Code   |     |
|-------------|-----|
| Rate Name   |     |
| Consumer    |     |
| No Accounts |     |
|             | kWh |
| January     |     |
| February    |     |
| March       |     |
| April       |     |
| May         |     |
| June        |     |
| July        |     |
| August      |     |
| September   |     |
| October     |     |
| November    |     |
| December    |     |

**From:** "TownManager" <TownManager@town.arlington.ma.us>  
**To:** Adam Chapdelaine <AChapdelaine@town.arlington.ma.us>  
**Date:** 07/05/2016 03:02 PM  
**Subject:** Fwd: CCA Comment and Question

---

-----Original Message-----

From: Judson Pierce <jpierce@ppnlaw.com>  
To: "townmanager@town.arlington.ma.us"  
<townmanager@town.arlington.ma.us>  
Date: Tue, 5 Jul 2016 17:45:56 +0000  
Subject: CCA Comment and Question

Dear Adam,  
My family just entered into a 20 year PPA with Solar City. Our provider is Eversource.  
How will the town entering into an aggregate with Good Energy affect a household who now has solar?  
Secondly, I'd ask for some research and clarification on third party suppliers. In my process of going solar, I learned that my third party supplier had me on a variable for over 3 years. When I entered into the contract with them they promised 8% but that was only for 3 months and then it turned variable and my rate was at a 28 cent per KWH which was the highest the solar folks had ever seen a customer have.  
I would just hate to have Arlington bargain with a third party provider and find out months later that they were locked into some variable rate arrangement which took their costs sky high.  
Thank you for your time and consideration of this comment and my best to you for a good summer.  
Judson Pierce  
42 Draper Avenue

[cid:image001.png@01D1D6C3.8E0BF490]

Judson L. Pierce  
Attorney at Law  
Pierce, Pierce & Napolitano  
27 Congress Street  
Suite 301  
Salem, MA 01970

(978) 745-0914

(978) 745-1046(fax)

(978) 335-5667(cell)

[jpierce@ppnlaw.com](mailto:jpierce@ppnlaw.com)<mailto:[jpierce@ppnlaw.com](mailto:jpierce@ppnlaw.com)>



**From:** "TownManager" <TownManager@town.arlington.ma.us>  
**To:** Adam Chapdelaine <AChapdelaine@town.arlington.ma.us>  
**Date:** 07/05/2016 06:48 PM  
**Subject:** Fwd: Questions regarding Aggregation Program

---

-----Original Message-----

From: "Bernard Wadsworth" <bernardwadsworth@verizon.net>  
To: <townmanager@town.arlington.ma.us>  
Date: Tue, 05 Jul 2016 18:12:46 -0400  
Subject: Questions regarding Aggregation Program

Dear Mr. Town Manager,  
I presently have Eversource and Just Energy as the companies through which I receive electrical energy:  
Just Energy supplies 100% Green energy at \$0.129/kiloWatt-hour and Eversource delivers that energy for \$0.10/kWh, making the total cost of our electrical energy \$0.229/kWh.

I have two questions:

1. Will the aggregation plan accommodate a mix of users who choose 100%

Green from renewable energy sources, and others who prefer their energy

be generated by fossil fuel sources (or some mix of both fossil and renewable sources)?

2. If not, will there be an opt-out available?

Thank you for investigating this aggregation program.

Bernard Wadsworth

25 Peabody Rd

Arlington MA 02476

**From:** "TownManager" <TownManager@town.arlington.ma.us>  
**To:** Adam Chapdelaine <AChapdelaine@town.arlington.ma.us>  
**Date:** 07/11/2016 03:32 PM  
**Subject:** Fwd: Comment: Community Choice Aggregation (CCA) Comment Period

---

-----Original Message-----

From: Miquel Muñoz Cabré <mikelius@gmail.com>  
To: [townmanager@town.arlington.ma.us](mailto:townmanager@town.arlington.ma.us)  
Cc: Miquel Muñoz <mikelius@gmail.com>  
Date: Mon, 11 Jul 2016 11:36:33 -0400  
Subject: Comment: Community Choice Aggregation (CCA) Comment Period

Dear Town of Arlington management,

Please find below my comments regarding the Community Choice Aggregation Plan in response to the Open Comment period.

First of all, I applaud the decision of moving forward with the community choice aggregation plan. I think it overall looks very good.

My only substantive comment on the draft \*TOWN OF ARLINGTON COMMUNITY ELECTRICITY AGGREGATION MUNICIPAL AGGREGATION PLAN\* is that the way the plan is construed now, it envisions a \*single\* Competitive Electric Supplier. While this may be the most likely scenario now, we shouldn't preclude other options including direct power purchase agreement (PPA) with renewable energy (RE) suppliers, now or in the future, as well as different suppliers for the different plans (and any new plans that may arise in the future). Given how rapidly renewables and the electric sector are changing, adding flexibility to the plan may be a good idea.

In textual terms, this would imply changing the text wherever it says "Competitive Supplier" or \*"A\* Competitive Supplier" to "\*\*Competitive Supplier(s)\*" [Or similar language to the same effect]. It would also need some additions in Page 3, Paragraph 4 and adding a section iii in Page 7 after section ii. Suggested language could be:

\* Page 3. Where it says "Renewable energy: The Municipality may

seek

to purchase a portion of the RECs from renewable energy generators

and include these RECs in a green product" change to

"Renewable energy: The Municipality may seek to purchase a portion

of the RECs from\*, or engage in Power Purchase Agreements with \*renewable energy generators and include these in a green product"

\* Page 7, after section ii include: "iii In addition to soliciting bids for a supply of RECs, in seeking to contributing greater renewable resources to the ISO-NE grid and reducing GHG emissions,

the Municipality may opt to engage in direct Power Purchase Agreements (PPAs) with renewable energy suppliers ."

On a separate issues, on Page 11, last paragraph it states "All participants will have the right to opt-out of the program at any time

without charge." This is good. However, in the 29 June public consultation presentation, slide 11, it was stated in the presentation

that there would be an \*exit charge\* after 180 days. It was probably an error, but would like to confirm that there is no exit charge.

Regarding the draft ELECTRIC SERVICES AGREEMENT, in line with the comment above, language should be modified on article 2.1 regarding the

"\*exclusive right\*" to provide all-requirements power supply.

I look forward to your response to my comment and to the approval of the Community Choice Aggregation plan.

With best regards,

Miguel Muñoz Cabré,  
Arlington resident.

---

This email has been checked for viruses by Avast antivirus software.  
<https://www.avast.com/antivirus>

**From:** "Chris Loreti" <cloreti@verizon.net>  
**To:** <townmanager@town.arlington.ma.us>  
 <mdraisen@mapc.org>, "'Marie Krepelka'" <MKrepelka@town.arlington.ma.us>, "'Adam Chapdelaine'" <AChapdelaine@town.arlington.ma.us>, <smbyrne1987@gmail.com>,  
**Cc:** <dianemahon@verizon.net>, <jcurro@alumni.tufts.edu>, <Greeleycom@AOL.com>, "'Dan Dunn'" <dunster@dandunn.org>, <EPD.Filing@state.ma.us>  
**Date:** 07/11/2016 07:49 PM  
**Subject:** Comments on Community Choice Aggregation Documents

---

Dear Arlington Town Manager Chapdelaine:

Thank you for the opportunity to comment on the documentation that has been developed for Arlington's participation in the Community Choice Aggregation (CCA) program. I am sending these comments in response to the town's formal request for comments due by July 12, 2016, and ask that they be made part of the docket.

My comments focus primarily on the agreement between Good Energy L.P. and the town and the adequacy of the information that is provided to electricity customers who may participate in the program. Since the town has put the documents for review into one pdf file on its website (<http://arlingtonma.gov/home/showdocument?id=30438>) I will use that document as the basis of my comments, and all of my comments reference the pdf page number of this consolidated file.

1. pdf pages 4-5. The town should not request (and if it does, the DPU should not grant) a waiver of the requirement to mail quarterly disclosure statements to customers. The DPU requires this for the default provider (Eversource) and there is no reason Arlington's CCA supplier or suppliers should not abide by the same requirement. This is especially true since one of the selling point of the program has been the provision of electricity supply options with increased renewable energy content. Those selecting such options should be told what they are receiving without having to go searching for it. Moreover, based on current practice, Arlington consumers have little reason to believe the town will make the required information available in a timely manner. For example, two months ago, Arlington's Town Manager Act was amended by an act of the state legislature and signed into law by the governor (over the unanimous objection of Arlington Selectmen), yet an outdated version of the Act remains on the town website.

Unless and until the DPU follows the guidance of Governor Baker to make public information available on the web whenever possible, and makes all disclosure statements for all electricity providers available on its website in a timely manner (something it can readily do as electricity suppliers are required to provide the disclosure statements to the DPU) the CCA disclosures should be mailed to Arlington customers. In addition, the DPU should ensure that the disclosures are complete. ConEd Solutions, for example, a supplier often picked by Good Energy, appears not to make available labor information on its statements, unlike Eversource.

2. pdf page 14. Section I.A Good Energy should be explicitly required to identify one or more electricity providers that minimizes cost to Arlington electricity consumers. It is important to note that CCA was written into the law to provide greater choice for consumers with the expectation that electricity generation costs could be reduced. It was not enacted to achieve the social engineering goals of the Metropolitan Area Planning Council or local officials. In addition, the vote put forth by Arlington Selectmen and enacted by Town Meeting dropped the reference to renewable energy in the Town Meeting warrant article, consistent with the original

intent of CCA. Since some of the providers Good Energy works with do not provide a supply option that minimizes electricity cost while complying with the state's Renewable Energy Portfolio Standard (without additional renewables), the town should insist that Good Energy identify at least one provider that does so.

3. pdf page 15, Item 4. The last paragraph of this item (copied below) represents an egregious act of cronyism and should be struck in its entirety from the agreement before it is approved by the Arlington Board of Selectmen or the DPU. One of the principals at Sustainable Energy Advantage is an Arlington Town Meeting Member who was active in promoting passage of the CCA warrant article. It is entirely inappropriate for the town to be specifying that this person or his company have a role with the Service provider. The town should not be promoting or requiring the use of a favored contractor. See:

<http://www.bostonglobe.com/opinion/letters/2016/07/09/government-officials-should-not-have-thumb-scale-fairness/IPxxJBw6V7TsXFvOINXUFM/story.html>

Municipality expects Sustainable Energy Advantage to participate in the additionality quantification process. Further, Service Provider shall offer to have a representative from Sustainable Energy Advantage attend any meeting in which additionality options will be discussed with Municipality.

4. pdf page 18 Item E (at top). Strike the words "to any entity or person that is not named herein" and revise the text to indicate that any subcontractors may only be added following a competitive procurement process consistent with what would be required by the state for any other procurement if the Town were hiring the subcontractor directly as a contractor.

5. pdf pages 137-138. The goal of the Municipal Aggregation Plan needs to be clarified. Is it to "result in the best possible price" or "support the development of additional green resources" (p 137)? If it is the former, then "Arlington Basic" should be the product to which customers are assigned by default, not "Arlington Local Green" as the plan states (p. 138). If, as appears to be the case, it is the latter, then Arlington electricity consumers need to be told that the town is not assigning the lowest cost electricity supplier to them.

6. pdf page 158. The Aggregation Program description beginning at page 158 needs to be revised as follows:

- Customers should be notified that a fixed price through the CCA may be LESS beneficial to them than the variable pricing used by Eversource (and possibly other suppliers) depending on their electricity consumption pattern.

- Customers should be notified that they may contract with a wide range of alternative electricity suppliers besides those offered through the CCA and that these suppliers may provide electricity at a lower cost or with a greater renewable energy content (or both) than either the CCA options or Eversource.
- The bullet list under "Renewable Energy" should be reordered based either on the cost of the electricity or the amount of amount of renewable energy. This will make it clear to consumers that Arlington Selectmen are not assigning them the lowest cost electricity product (unless Arlington Basic is made the default).
- The amount of renewable energy mandated by the RPS needs to be described, just as the amount of "local renewable" is specified for the competing products
- "Class 1" renewable needs to be defined
- "Local Renewable" needs to be defined. My understanding is that "local" applies to any source in MA, which could mean not very local at all. And why renewable energy from western MA is better than renewable energy from a closer location in NH or RI needs to be explained. (As currently written, the terminology appears to be an appeal to parochialism.)
- The statement for those that have chosen a green power supply option following the list of "Renewable Energy" options is very confusing. Are not these consumers receiving their electricity from a competitive supplier, and thus covered by the statement before the list of "Renewable Energy" options? In other words, didn't they also receive the "opt-out" letter in error like those who already have a competitive supplier that complies with the RPS?

Thank you for considering these comments. If these recommended changes are implemented, I believe both Arlington electricity customers who believe that the state RPS is adequate and wish to minimize their electricity cost, and those who wish to acquire more renewable energy will be able to make more informed choices and thus be better served by town. If you have any questions about these comments, please don't hesitate to contact me.

Sincerely,

Christopher Loreti

56 Adams Street

Arlington, MA 02474

**Attachments:**



## Town of Arlington, Massachusetts

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### Discussion: Homeless Study Commission

#### Summary:

Douglas W. Heim, Town Counsel

#### ATTACHMENTS:

| Type                 | File Name  | Description                      |
|----------------------|--|----------------------------------|
| ▢ Reference Material | Memo_Re_Encampment_Task_Force_(00018410xA050C)_(1).pdf | Town Counsel Memorandum to Board |



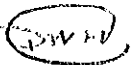
**Town of Arlington  
Legal Department**

Douglas W. Heim  
Town Counsel

50 Pleasant Street  
Arlington, MA 02476  
Phone: 781.316.3150  
Fax: 781.316.3159  
E-mail: [dheim@town.arlington.ma.us](mailto:dheim@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)

**MEMORANDUM**

TO: Board of Selectmen  
Adam Chapdelaine, Town Manager

FROM: Douglas W. Heim 

DATE: July 14, 2016

RE: Encamping Unsheltered Task Force

---

I write to follow-up on the Board's recommended vote of no action on Article 24 of the 2016 Town Meeting, which was adopted by vote of Town Meeting. As Members of the Board may recall, following significant and diverse input on the issues surrounding a Town proposal to address overnight camping in public spaces in Arlington, particular attention was focused on how to best address the needs and challenges of Arlington's homeless. The Arlington Human Rights Commission ("AHRC"), among many others urged the Town to collect more information regarding our homeless prior to the adopting any Town policies which might have a significant impact such persons.

Consistent with your previous vote, and after consulting with the Town Manager's Office, the Health and Human Services, the Police Department, Planning and Community Development, and stakeholders, I recommend the Board vote to create a Task Force of the Board of Selectmen to Study the Encamping Unsheltered to investigate and report on the conditions and challenges of, and resources available to, Arlington's homeless. Such Task Force must work with the Somerville Homeless Coalition to develop feasible tools to balance support of the



unsheltered with the health and safety concerns of the community at-large. Specifically the Task Force should be comprised of nine (9) members as follows:

- 4 Town Residents, 2 of whom shall be appointed by the Board, and 2 of whom shall be appointed by the Town Moderator. (At least one of the Board and the Moderator's respective appointees shall be a resident of Precinct 1);
- 1 representative of the Health Department;
- 1 representative of the Police Department;
- 1 representative of the Planning Department;
- 1 representative of the Recreation Department; and
- 1 representative of the Arlington Human Rights Commission.

The Task Force shall conduct its studies and make a recommendation to the Town Manager and all appropriate Town Department Heads and Commissions with the goal of preparing proposals for the 2017 Town Meeting Warrant if appropriate.



## Town of Arlington, Massachusetts

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### Parking on Acton Street

#### Summary:

Christine Hagg, 15 Acton Street

#### ATTACHMENTS:

| Type                 | File Name   | Description                                 |
|----------------------|-------------|---|
| ▢ Reference Material | Hagg_CR.pdf | Correspondence from C. Hagg, Meeting Notice |

*Cores. Rec.*  
7/18/16

**From:** Christine Hagg <chris@chagg.com>  
**To:** mkrepelka@town.arlington.ma.us  
**Date:** 06/20/2016 08:46 AM  
**Subject:** Acton Street Parking

---

Dear Selectman of Town of Arlington:

This is another formal complaint about the school staff parking on Acton Street ignoring the signs and the lack of enforcement.

I'm hoping you can help the residents of Acton Street, we are at our wits end at the blatant disregard for the parking laws by the Arlington Heights Nursery School. I've been trying to deal with the school directly, but they have made no difference. The landlord, the Greek Church, tells us the ultimate responsibility to enforce is with the police.

The situation is:

- Staff park all along the street across from the nursery school starting at 7am
- There's a consistent 8-10 staff cars that take advantage of the lack of parking enforcement. The average time they spent is between 4-7 hours in their spot.
- They park starting at 7am (there are at least 2 cars there now from the staff)
- I can't call the police until 9am (technically they have only been there since 7am so aren't breaking the rules until 9)
- If I call the police line after the 2 hours, police may or may not drive by, they have to drive by again 2 hours later to actually write ticket
- The two-hour only zone is quite difficult to enforce, as the police have to drive by a few times a day to actually ticket (usually after a car has already parking over 2 hours).
- The residents know what cars are from the school -- so the day-to-day offenders are obvious to the residents (not to the police that drive by 1 a month)
- To the staff, there seems to be no enforcement even if we call the police, because of the timing the police have to drive by a few times (and technically as soon as I call, I've seen them scramble to move after they see a car drive by)
- Some of the staff move their cars at lunch break
- There's an afternoon group of cars that start parking 12:30-2, and stay past 5:30
- The afternoon parked cars make it so there's no spaces for the pick-ups. Those parents idle on the other side of the road, making it an impassible road, as it's supposed to be 2-way. **It makes the road extremely dangerous to student.**
- And, staff park in the "no parking from 7-9 am" zone up by Ottoson, starting at 7am, including along the end "curve" making it impossible to take a right out of the upper school lot. (this would be easy to ticket, you could get 6-8 cars right now.)

**Is there anything that can be done?** The residents are so frustrated. The school or church doesn't help. With the lack of enforcement, we have no control.

I can't believe I live in a town that has an App to enforce off-leash dogs, but no control over parking safety around a school zone.

Thank you.

Christine Hagg  
15 Acton Street  
(and several other residents)

## OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR  
DANIEL J. DUNN, VICE CHAIR  
KEVIN F. GREELEY  
STEVEN M. BYRNE  
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

June 23, 2016

Christine Hagg  
15 Acton Street  
Arlington, MA 02474

Dear Ms. Hagg:

We are in receipt of your correspondence of June 20<sup>th</sup> in which you discuss parking issues on Acton Street.

Thank you for writing to the Board of Selectmen. Your correspondence will appear on the July 18<sup>th</sup> Selectmen's Agenda under "Correspondence Received". Although it is not necessary for you to attend the meeting, you may do so if you are so inclined.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,  
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka  
Board Administrator

MAK:fr



## **Town of Arlington, Massachusetts**

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### **Request Memorial Naming of the ATED Visitor Center for Roland Chaput**

#### **Summary:**

Angela M. Olszewski, Chair, Arlington Committee on Tourism and Economic Development

#### **ATTACHMENTS:**

| Type                 | File Name                 | Description              |
|----------------------|---------------------------|--------------------------|
| ▢ Reference Material | Roly_Memorial_letter.docx | Letter from A. Olszewski |

July 11, 2016

Board of Selectmen  
Town of Arlington  
730 Massachusetts Avenue  
Arlington, MA 02476

Dear Honorable Board of Selectmen:

The Arlington Committee on Tourism and Economic Development (ATED) respectfully requests permission to name the visitor center in honor of Roland Chaput.

Roly was instrumental in the implementation of the visitor center and an integral part of our committee. We would like to honor his work on this project and his volunteer commitment to the town by adding his name to the building.

Thank you for your consideration of our request. We would be happy to attend your meeting to discuss this and answer any questions you have.

Sincerely,  
Angela M. Olszewski  
Chair, ATED



## Town of Arlington, Massachusetts

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### Municipal Elections to the Boston Region Metropolitan Planning Organization

#### Summary:

Paul Regan, Executive Director, MBTA Advisory Board

Marc Draisen, Executive Director, Metropolitan Area Planning Council

#### ATTACHMENTS:

| Type                 | File Name    | Description                    |
|----------------------|--------------|--------------------------------|
| ▢ Reference Material | MAPC__CR.pdf | Correspondence and Attachments |



## **MBTA Advisory Board**

177 Tremont Street, Boston, MA 02111

Tel: (617) 426-6054 Fax: (617) 451-2054

July 14, 2016

TO: Chief Elected Officials

FR: Paul Regan, Executive Director, MBTA Advisory Board  
Marc Draisen, Executive Director, Metropolitan Area Planning Council

RE: **Municipal Elections to the Boston Region Metropolitan Planning Organization**

### ***IMPORTANT DATES:***

- **Nomination Papers Due – Friday, September 30, 2016, at 5:00 PM, to MAPC;**
- **Election – MAPC Fall Council Meeting Wednesday October 26, 2016 at the Quincy Marriott, 1000 Marriott Drive, Quincy, MA 02169**

We are pleased to forward a copy of the election procedures for the elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). The MPO is responsible for planning and programming financial resources for a multi-modal transportation system for the 101 municipalities in the Boston region. (An overview of MPO member responsibilities is included as Attachment C of the Official Notice of Elections.)

There are four seats on the MPO up for election. The MPO seat currently held by the Town of Framingham representing the Metro West Regional Collaborative (MetroWest) sub-region, the seat currently held by the Town of Bedford representing the Minuteman Advisory Group on Interlocal Coordination (MAGIC) sub-region, the seat currently held by the City of Somerville representing the Inner Core sub-region, and the seat currently held by the Town of Braintree representing the South Shore Coalition (SSC) sub-region, are up for election this year.

Any municipality located in the four above mentioned sub-regions may seek nominations to run for those respective open sub-regional seats.

The MPO has 22 voting members, which currently include:

### State members

Massachusetts Department of Transportation (MassDOT) with three seats appointed by the Secretary of Transportation, at least one of which is from its Highway Division;  
Massachusetts Bay Transportation Authority (MBTA);  
Massachusetts Port Authority (Massport)



Regional members

Metropolitan Area Planning Council (MAPC);  
MBTA Advisory Board;  
Regional Transportation Advisory Council (RTAC)

Current municipal members

City of Boston with two seats

Twelve (12) elected municipalities, one seat each from the eight MAPC sub-regions.

Inner Core Committee: Somerville

Three Rivers Inter-local Council: Norwood

South West Area Planning Committee: Medway

MetroWest Regional Collaborative: Framingham

North Suburban Planning Council: Woburn

North Shore Task Force: Beverly

Minuteman Advisory Group on Inter-local Coordination: Bedford

South Shore Coalition: Braintree

Two (2) cities filling at-large seats: Newton and Everett

Two (2) towns filling at-large seats: Arlington and Lexington

All elected municipal seats (including the sub-regional seats) are elected by all of the 101 municipalities in the Boston Region MPO area. Each of the 101 municipalities may vote for one (1) municipality for each of the two (2) open sub-regional seats.

The election will be held at MAPC's Fall Council Meeting on October 26<sup>th</sup>, at the Quincy Marriott, 1000 Marriott Drive, Quincy, MA 02169. The usual process of mailing ballots and accepting absentee ballots will apply, as described in the procedures.

In order to qualify to be on the ballot, each chief elected official who wishes to be a candidate must secure the signatures of five chief elected officials in the region, including their own. **Chief elected officials may only sign nomination papers for one municipality per open sub-regional seat. Nominations are due to MAPC by 5:00 PM on Friday, September 30, 2016 and must be filed in person or by mail at the MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111. Faxes or emails will not be accepted.**

A copy of the official notice and procedures for nomination and election to the MPO are attached. We appreciate your interest in this important matter and look forward to your participation. If you have questions, please call Eric Bourassa (617) 933-0740 or Paul Regan at (617) 426-6054.

Attachments

Official Notice, including Attachments A - C

Nomination Papers

Statement of Candidacy

# Official Notice

## 2016 Boston Region MPO Municipal Election Procedures

At the MAPC Fall Council Meeting on Wednesday October 26, 2016 at the Quincy Marriott, 1000 Marriott Drive, Quincy, MA 02169, elections will be held for four (4) of the twelve (12) elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO).

At that time one municipality from each of the four sub-regional seats up for election, will be elected to the MPO by the chief elected officials of the 101 municipalities which constitute the Boston metropolitan region. Pursuant to the MPO Memorandum of Understanding, approved on July 7, 2011, MAPC and the MBTA Advisory Board (Advisory Board) administer the election of the municipal representatives to the MPO.

### ***MPO Seats Up For Election in 2016:***

One (1) municipality from the Minuteman Advisory Group on Interlocal Coordination (MAGIC) sub-region.

One (1) municipality from the Metro West Regional Collaborative (MetroWest) sub-region.

One (1) municipality from the South Shore Coalition (SSC) sub-region.

One (1) municipality from the Inner Core sub-region.

Terms of election on the MPO are for three years.

### ***Nomination Process***

Nominees for the elected municipal seats shall be the chief elected official of the municipality. In cities this is the Mayor or, if the city does not have the office of Mayor, then the Chairman of the Council, with the exception of Plan E cities (Cambridge) in which case it shall be the City Manager. In towns, the chief elected official is the Chairman of the Board of Selectmen. The MPO will accept the Chairman's nomination of a candidate whether or not the full Board of Selectman has voted it.

A nominee for an open municipal seat must receive five nominations made by any chief elected official from the Boston region, regardless of which sub-region they are from. A chief elected official may nominate his or her municipality and that nomination shall count as one of the five nominations needed to place a municipality on the ballot. Each chief elected official may only sign nomination papers for one municipality per open seat.

**Nominations papers are due on Friday, September 30, 2016 to MAPC by 5:00 PM and must be filed in person or by mail at MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111, Attn: MPO Elections. Faxes or emails will not be accepted.** Nomination papers shall include a statement of candidacy (250 word limit) of the community, also due at this time.

### ***Voting Process***

Each of the 101 municipalities may vote for one (1) municipality for each of the four (4) open seats.

### ***Ballot***

A ballot will be prepared by MAPC and the Advisory Board based on the certification of nomination papers. The ballot shall contain a list of the nominated municipalities. Candidate communities shall appear on the ballot in an order drawn by lot by designated officers of MAPC and the Advisory Board. The subregion of each of the communities shall be identified on the ballot. A candidates' booklet shall

be issued that shall contain the statement of candidacy of the communities. The list of communities shall appear in the booklet in the same order that they appear on the ballot. In a second mailing, MAPC and the Advisory Board will include an absentee ballot and instructions for how municipalities can cast their vote.

#### ***Opportunities for Discussion with Representatives of the Candidate Communities***

The Metropolitan Area Planning Council and the MBTA Advisory Board shall provide appropriate opportunity for the electorate to meet representatives of candidate communities. In 2016, this may be accomplished by holding a Candidates Forum at the State Transportation Building in mid-October (date and time TBD).

#### ***Election***

The election will be held at MAPC's Fall Council Meeting on October 26<sup>th</sup> at the Quincy Marriott, 1000 Marriott Drive, Quincy, MA 02169. On that day, the designated officers of MAPC and the Advisory Board shall supervise the election to the municipal seats. Ballots shall be cast by the chief elected official of the municipality (as defined by the rules for nominees), or that person's designee. Designees shall present a letter signed by the chief elected official to the designated officers of MAPC and of the Advisory Board 30 minutes prior to the convening of the election on election day. This letter will appoint the designee and confirm his or her authority to cast the municipality's ballot. Such a designation shall be delivered in person or by mail. Designees may represent only one municipality in the election. The designation may require the designee to vote for specific individuals or may vest discretion in the designee.

If the chief elected official is unable to attend the election and does not designate another individual to attend, an absentee ballot may be filed. Such an absentee ballot must be filed by 5 PM the day before the election with the Metropolitan Area Planning Council, 60 Temple Place, Boston, MA 02111. No **faxes will be accepted.** This ballot is valid for any election (e.g. run off election in case of a tie) held on the day of the MPO election for which the candidates selected on the ballot are still eligible to receive votes.

The MPO seat is held by the municipality. The chief elected official (or their official designee) shall represent the municipality throughout the municipality's term of office.

The designated officers of MAPC and of the Advisory Board shall certify the results of the election to the chairman of the MPO by 12 noon on the Friday following the election.

## MAPC Sub-regions

| SUBREGION   | COMMUNITIES  |
|---|--|
| <b>North Shore Task Force</b>   | Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester-by-the-Sea, Marblehead, Middleton, Nahant, Peabody, Rockport, Salem, Swampscott, Topsfield, Wenham                |
| <b>North Suburban Planning Council</b>                                  | Burlington, Lynnfield, North Reading, Reading, Stoneham, Wakefield, Wilmington, Winchester, Woburn   |
| <b>Minuteman Advisory Group<br/>Interlocal Coordination<br/>(MAGIC)</b> | Acton, Bedford, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Littleton, Lincoln, Maynard, Stow, Sudbury   |
| <b>MetroWest Regional<br/>Collaborative</b>                             | Ashland, Framingham, Holliston, Marlborough, Natick, Southborough, Wayland, Wellesley, Weston  |
| <b>South West Advisory<br/>Planning Committee (SWAP)</b>                | Bellingham, Dover, Franklin, Hopkinton, Medway, Milford, Millis, Norfolk, Sherborn, Wrentham   |
| <b>Three Rivers (TRIC)</b>  | Canton, Dedham, Dover, Foxborough, Medfield, Milton, Needham, Norwood, Randolph, Sharon, Stoughton, Walpole, Westwood  |
| <b>South Shore Coalition</b>  | Braintree, Cohasset, Duxbury, Hanover, Hingham, Holbrook, Hull, Marshfield, Norwell, Pembroke, Rockland, Scituate, Weymouth  |
| <b>Inner Core</b>   | Arlington, Belmont, Boston, Brookline, Cambridge, Chelsea, Everett, Lynn, Malden, Medford, Melrose, Milton, Newton, Quincy, Revere, Saugus, Somerville, Waltham, Watertown, Winthrop |

## Metropolitan Area Planning Council 101 Cities and Towns

### *Cities*

|            |             |            |
|------------|-------------|------------|
| Beverly    | Lynn        | Revere     |
| Boston     | Malden      | Salem      |
| Braintree  | Marlborough | Somerville |
| Cambridge  | Medford     | Waltham    |
| Chelsea    | Melrose     | Watertown* |
| Everett    | Newton      | Weymouth   |
| Franklin*  | Peabody     | Woburn     |
| Gloucester | Quincy      |            |

*\*MAPC Legal Counsel has rendered an opinion that Franklin and Watertown are defined as cities for the purpose of the MPO Election.*

### *Towns*

|            |               |              |
|------------|---------------|--------------|
| Acton      | Hopkinton     | Randolph     |
| Arlington  | Hudson        | Reading      |
| Ashland    | Hull          | Rockland     |
| Bedford    | Ipswich       | Rockport     |
| Bellingham | Lexington     | Saugus       |
| Belmont    | Lincoln       | Scituate     |
| Bolton     | Littleton     | Sharon       |
| Boxborough | Lynnfield     | Sherborn     |
| Brookline  | Manchester    | Southborough |
| Burlington | Marblehead    | Stoneham     |
| Canton     | Marshfield    | Stoughton    |
| Carlisle   | Maynard       | Stow         |
| Cohasset   | Medfield      | Sudbury      |
| Concord    | Medway        | Swampscott   |
| Danvers    | Middleton     | Topsfield    |
| Dedham     | Milford       | Wakefield    |
| Dover      | Millis        | Walpole      |
| Duxbury    | Milton        | Wayland      |
| Essex      | Nahant        | Wellesley    |
| Foxborough | Natick        | Wenham       |
| Framingham | Needham       | Weston       |
| Hamilton   | Norfolk       | Westwood     |
| Hanover    | North Reading | Wilmington   |
| Hingham    | Norwell       | Winchester   |
| Holbrook   | Norwood       | Winthrop     |
| Holliston  | Pembroke      | Wrentham     |

## **Overview of MPO Member Responsibilities**

### **Background:**

The Metropolitan Planning Organization is established as a required part of the transportation planning process under federal law. It is responsible for planning and programming financial resources for a multi-modal transportation system for the Boston region. The MPO was established in 1973.

The Boston MPO Memorandum of Understanding (MOU) that details the governing structure and process of the MPO can be viewed at [www.bostonmpo.org/mou](http://www.bostonmpo.org/mou)

### **Specific Responsibilities:**

The MPO must prepare and approve several plans and programs on an annual basis. These include:

- The Unified Planning Work Program (UPWP), which programs funds for transportation planning programs in the region;
- The Transportation Improvement Program (TIP), which programs federal, state, and local funding for surface transportation projects (highway and transit).

The MPO also prepares and approves several other plans and programs as necessary. These include:

- The Regional Transportation Plan (RTP), which provides a 25-year plan for the Region's transportation needs and priorities and;
- The conformity of all surface transportation plans and programs with applicable federal laws (including air quality, and the Americans with Disabilities Act).

### **MPO Meetings:**

Meetings are held as needed to accomplish the MPO's business. There are approximately two MPO meetings a month and all but four are held in Boston, during the day, at the state transportation building. Four MPO meetings will be held (one per quarter) outside of Boston. MPO meetings typically begin at 10 AM on the first and third Thursday of the month, and last approximately three hours. The MPO has the authority to establish necessary committees to accomplish its responsibilities. Recent experience suggests that the municipal members of the MPO or their designees attend at least two meetings per month to accomplish the work of the MPO.

# 2016 MPO Election Nomination Papers

| Nominated Community  | Name of Chief Elected<br>Official              | Signature  |
|--|--|--|
|  |  |  |
| <b>Open MPO Seat Community<br/>is Running For<br/>(only check one)</b> | <input type="checkbox"/> <b>MAGIC Seat</b>     | <input type="checkbox"/> <b>Inner Core Seat</b>  |
|  | <input type="checkbox"/> <b>MetroWest Seat</b> | <input type="checkbox"/> <b>South Shore Seat</b> |

## Endorsers

| Nominating Community | Name of Chief Elected<br>Official | Signature |
|----------------------|-----------------------------------|-----------|
|                      |                                   |           |
|                      |                                   |           |
|                      |                                   |           |
|                      |                                   |           |
|                      |                                   |           |

Individual endorsements may be attached as a separate letter but must specify the municipality and the official being nominated and must be signed by the chief elected official of the endorsing community.

**Please return in person or by mail  
 By 5 PM on Friday, September 30, 2016 to:  
 Metropolitan Area Planning Council  
 60 Temple Place  
 Boston, MA 02111**

Phone inquiries to  
 Eric Bourassa, MAPC (617) 933 -0740  
 Paul Regan, MBTA Advisory Board (617) 426-6054

# **2016 MPO Statement of Candidacy**

(250 Word Limit)

**Municipality:** \_\_\_\_\_

**Chief Elected Official:** \_\_\_\_\_

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Boston Metropolitan Planning Organization)





## Town of Arlington, Massachusetts

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### Request for Action on Three Traffic Issues

#### Summary:

Paul Schlichtman via e-mail

#### ATTACHMENTS:

| Type                 | File Name             | Description                        |
|----------------------|-----------------------|------------------------------------|
| ▢ Reference Material | P._Schlichtman_CR.pdf | Correspondence from P. Schlichtman |

**From:** Paul Schlichtman <paul@schlichtman.org>  
**To:** Adam Chapdelaine <achapdelaine@town.arlington.ma.us>  
Fred Ryan <fryan@town.arlington.ma.us>, Dan Dunn <dunster@dandunn.org>, Marie Krepelka  
<mkrepelka@town.arlington.ma.us>, Joseph Curro <jcurro@alumni.tufts.edu>, Steve Byrne  
**Cc:** <smbyrne1987@gmail.com>, Diane Mahon <dianemahon@verizon.net>, Kevin Greeley  
<Greeleycom@aol.com>, lwiener@town.arlington.ma.us, wchouinard@town.arlington.ma.us  
**Date:** 07/14/2016 01:19 PM  
**Subject:** Traffic Issues: Request for action by the town

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I am writing to ask for the town to address three traffic issues in Arlington.

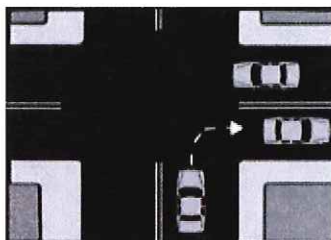
**1. Left turns from Russell Street into Mystic Street.**

**The problem:** Drivers attempting to make a left turn from Russell Street into Mystic Street fail to remain parallel to the curb or to the imaginary center line prior to making the left turn. What often happens is that a driver approaching Mystic Street will swing to the left prior to approaching the intersection, often at a 45 degree angle to the curb, before stopping and waiting for traffic to clear. This maneuver often blocks traffic from northbound Mystic Street from making a left into Russell Street, and sometimes blocks southbound traffic from making the right turn into Chestnut Street. This maneuver is contrary to the law and the instructions for making a left turn published in the Massachusetts driver's manual.

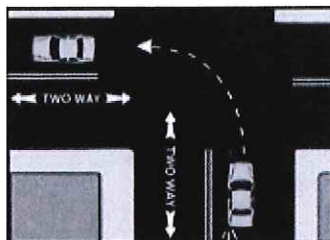
*MGL ch.90 sec.14 states, in part, "When approaching for a left turn on a two-way street, an operator shall do so in the lane of traffic to the right of and nearest to the center line of the roadway and the left turn shall be made by passing to the right of the center line of the entering way where it enters the intersection from his left." The state driver's manual discusses the proper way to make a left turn as follows:*

The road diagrams below show proper turns. It is very important that you turn from and turn into the proper lane. Look for yellow or white pavement lines marking the road you are turning into. If you need to change lanes, do so *after* you turn. Here are a few rules:

- Turn from the lane closest to the lane you want to enter. For a right turn, turn from the far right lane. For a left turn, turn from the lane closest to the center lane.
- Do not swing your vehicle out of your lane when making a turn or swing wide through the intersection. Keep your vehicle centered in the middle of the lanes you are leaving and entering.
- Once you have started a turn through an intersection, you must follow through. Do not stop in mid-turn and change direction. If you decide you do not want to make the turn, simply drive to the next intersection and work your way back.



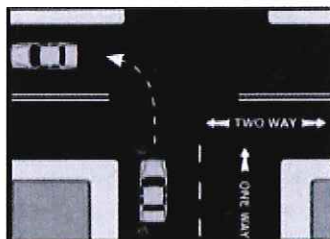
Right turn



Left turn from a two-way road to a two-way road



Left turn from a two-way road to a one-way road



Left turn from a one-way road to a two-way road

**Proposed solution:** Russell Street does not have a center line as it approaches Mystic Street, nor does it have a stop line at that intersection. I would ask the town to paint both a center line and a stop line on Russell Street to channel traffic properly within the street at the intersection.

## 2. Difficulty exiting and entering Chestnut Terrace.

**The problem:** Congestion along Chestnut Street, with traffic backing up from the signal at Mystic Street, blocks Chestnut Terrace and makes it very difficult to make a left turn from the Terrace to the Street, or from eastbound Chestnut Street into Chestnut Terrace.

I have profound hopes that the synchronized timing of signals, as part of the safe travel project, will help to alleviate this problem. However, given the frequent and persistent nature of this congestion, I believe an additional remedy is required.

**Proposed solution:** Install a DO NOT BLOCK SIDE STREET sign for westbound traffic on Chestnut Street, or paint a box in the intersection and install a DON'T BLOCK THE BOX sign.

## 3. Aggressive drivers looking to "beat the light" at Massachusetts Avenue and Mystic Valley Parkway (Route 16)

**The problem:** Twice in the past month, I have noticed drivers speeding into Arlington along Massachusetts Avenue from Cambridge, making a U-Turn at the end of the traffic island at Boulevard Road, then turning right onto Mystic Valley Parkway. This maneuver is obviously designed to avoid the westbound queue in the left turn lane approaching Mystic Valley Parkway. This is an unexpected and aggressive move that can take drivers and pedestrians by surprise.

**Proposed solution:** Install a NO U TURN sign on westbound Massachusetts Avenue approaching Boulevard Road.

I hope the town will take these suggestions to heart, and would act on these proposals to make Arlington a safer place to walk and drive.

Paul Schlichtman  
Arlington School Committee  
[paul@schlichtman.org](mailto:paul@schlichtman.org)



## **Town of Arlington, Massachusetts**

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**NEW BUSINESS**



## **Town of Arlington, Massachusetts**

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**EXECUTIVE SESSION**



## **Town of Arlington, Massachusetts**

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**Next Meeting of BoS August 8, 2016**